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The Solicitors' Journal

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The same tone runs throughout the paper. The rising M.P. who under the pseudonym of "First Citizen" contributes the weekly Parliamentary sketch keeps a sharp eye on threats to liberty emanating from Westminster; Mr. Ivor Brown's brilliant criticism of new plays is ever watchful of the Censor and his works.

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OF ALL NEWSAGENTS AND BOOKSELLERS.

The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics.

Leaders as Super-Luxuries.

AN OLD controversy is revived by Lord Justice SCRUTTON'S recent description of a leader as a "super-luxury" and the unusual order of the Court of Appeal in regard to his fees. The suggestion that a litigant should not be allowed to avail himself of the best professional assistance obtainable is not one, we think, which will commend itself to many people. It is unquestionably desirable in the interests of the public and of the profession alike that the cost of litigation should be kept within reasonable limits, but it would be disastrous for all concerned if serious challenge were made to the citizen's right to retain the most skilful lawyers, a right as indisputable as that of employing the most expert surgeon or architect. There remains the question of fees. The majority of litigants, being business men, are not prepared to pay more for a commodity than its worth. The barrister—both silk and stuff—dependent as he is entirely on his own skill, can command no higher price in the professional market than his services are worth, and to that price he is entitled. In this country, the professional standard is high; this is mainly due to the attraction offered to brilliant men by the possibility of ultimate rich reward. Refuse the prizes and brilliant men will no longer compete; the standard of professional skill will be lowered and the public will be the victims.

An Antiquated Law.

AN OLD statute has recently been invoked in the prosecution of a nonconformist minister for holding a service behind barred doors, contrary to the provisions of the Places of Worship Act, 1812. It is somewhat of an anomaly that in this year, the centenary of Catholic Emancipation, there should still be distinctions in the legal treatment of religious denominations. Though all other nonconformists are forbidden to hold services behind barred doors, Quakers are expressly exempted from the provisions of the Act, and, presumably, may hold their meetings thus with impunity. The original object of this provision was, of course, the prevention of seditious meetings. Nonconformity was regarded as synonymous with anti-government tendencies. In the same way a Catholic is still disqualified from holding the offices of Lord Chancellor, Regent or Viceroy of India. With regard to services behind barred doors, we agree that this is not desirable, for places of worship should remain open for the entry of all desiring to participate, but this law should be made applicable either to all denominations or to none.

A Sanitary Inspector's Salary.

JUDGMENT IN another action of vital importance to certain local government officials, and in particular to senior sanitary inspectors, was given by Mr. Justice MCCARDIE on the 1st inst. in the case of *Field* v. *Poplar Corporation*, 73 SOL. J. 158). The question, briefly, was whether the defendant council could reduce the chief sanitary inspector's salary unless he himself consented to the proposed reduction with the approval of the Minister of Health. His lordship, upon an interpretation of the relevant sections of a number of statutes, held that the council had no power to reduce the salary in the absence of such express consent and approval, both of which, on the facts of the present case, were wanting, and he gave judgment for the plaintiff. The case is interesting as throwing some light on the intricate and obscure statutory provisions governing the position of a local authority official of the present description, and the learned judge said that he hoped that the day was not far distant when our local government law would pass from the evils of an almost chaotic obscurity into the region of a lucid and orderly arrangement. One of the regulations made by the Local Government Board under the powers of the Public Health (London) Act, 1891, provided for the removal from office of a sanitary inspector if, *inter alia*, he was proved to their satisfaction to be insane. "I am not surprised at this reference to insanity," said his lordship, "for I confess that, if any sanitary inspector spent much time in seeking to unravel the appalling intricacies of Acts and regulations which deal with his duties, status, and rights, he might well develop ere long some obvious symptoms of mental instability." Mr. Justice ROWLATT recently commented upon the difficulties that even the trained judicial mind experienced in endeavouring to understand the Acts relating to income tax questions: there should be no reason for such a criticism in the present case, however, for the rules governing an employee's service ought surely to be capable of expression in no very intricate terms, and it is to be hoped that the existent evils will be remedied, as Mr. Justice MCCARDIE said, in the not far distant future.

The Calendar.

SINCE ON a famous occasion Lord JEFFREY was heard to speak "disrespectfully of the equator," no subject or institution can hope to escape adverse comment. It is not therefore, surprising to find a Cambridge gentleman writing to *The Times* suggesting a complete remodelling of the calendar, with which, notwithstanding its various marks of illogicality in the names of certain of the months, the majority of us are quite contented. It required a considerable effort to get it as we know it. Students of history will recall the outcry by the labouring

classes when the Act of 1751 was passed which, *inter alia*, dropped eleven days out of the calendar to make it astronomically and mathematically accurate. Cries of "Give us back our eleven days," were heard throughout the land, and there were those who refused for long to believe that a fraud had not been practised on the workers. The Bill for the reform of this calendar prepared by Lord CHESTERFIELD, Lord MACCLESFIELD, the Astronomer-Royal (Dr. BRADLEY), and a barrister named DAVAL, was introduced by CHESTERFIELD in a speech in which, as he afterwards said, he had to talk "some astronomical jargon of which I had not understood one word, but got it by heart and spoke it by rote." It was carried without opposition although the DUKE OF NEWCASTLE was frightened to death at the mere notion of overhauling the calendar. Besides dropping eleven days the Act made the legal and ecclesiastical year begin on 1st January, instead of 25th March as formerly, and in other ways it altered what it called the old mode of "supputation." With their passion for logic, the French republican leaders adopted a new calendar which dropped all that savoured of ecclesiastical influence, but in a very few years it was discontinued, and the Gregorian resumed. In law we still occasionally reckon both by lunar and calendar months, but the tendency, as revealed in modern legislation, is to abandon the lunar in favour of the calendar months in calculating periods of time.

"The Sleeveless Errand."

THE CONDEMNATION of this book under the Obscene Publications Act, 1857, raises again the very interesting question whether any modern book giving a picture of manners, complete as "Tom Jones" was complete, can ever escape condemnation if proceeded against. We hold no brief for the writer of this particular volume, and leave undiscussed whether, as was contended for the defence, it was intended "to hold up to horror practices which all the way through it were condemned." But let us assume an author, as capable and as frank as FIELDING, produces a masterpiece, holding the mirror up to society as it is now, not accentuating the shadows, but not leaving them out. Such a book, in the words of COCKBURN, C.J., in *R.* v. *Hicklin*, 1868, L.R. 3 Q.B. 360, "it is quite certain would suggest to the minds of the young of either sex, or even to persons of more advanced years, thoughts of a most impure and libidinous character." If that is the final and only test, our masters of literature are definitely and irrevocably limited. But there are words of saving in the statute. The justices must be satisfied that the book is "of such a character and description that the publication" of it "would be a misdemeanour *and proper to be prosecuted as such.*" Now it is a somewhat remarkable thing that in these cases of condemnation of literary works those with whom the institution of a prosecution lies do not in fact prosecute. This may be from tenderness to the misguided but not wicked author, or it may be from a careful calculation of the likelihood of success or failure in a prosecution. It is a question whether juries should not be asked to indicate what is the modern trend of thought in these matters. If public feeling is such that acquittal is demonstrated to be almost a certainty, then it would be improper to launch prosecutions. But while prosecutions are in fact not launched, the final test is not available, and we are left to the guidance of cases decided nearly three-quarters of a century ago. DRYDEN is safe for "whether the publication of the whole works of Dryden is or is not a misdemeanour, it would not be a case in which a prosecution would be proper": BLACKBURN, J., in *R.* v. *Hicklin*, *supra*. One wonders what FIELDING, himself a magistrate, would say to the wonderful distinction thus drawn between "old and recognised standard works" and modern books "in which there may be some obscene or mischievous matter." Is the true distinction that between what is likely to be read and what is not likely to be read?

The "Totalisator" Judgment.

IN *A.-G.* v. *Luncheon & Sports Club*, reported in *The Times* for 5th March, the House of Lords, affirming the decision of the Court of Appeal, 72 SOL. J. 795 (HANWORTH, M.R., *diss.*), which, in turn, reversed that of ROWLATT, J., 44 T.L.R. 389, has decided that bets made through the agency of the totalisator at the Holborn Stadium are not liable to the betting tax. The essential ground of the decision was the agreement of the House with the truth of the club's statement that it acted as a distributing agent only, and was not a principal in any of the bets, which therefore, being made by the members, private persons and not bookmakers, with each other, or perhaps with a combination of others, were not bets with bookmakers within the definition in s. 18 of the Finance Act, 1926, and so liable to tax. The House of Lords was unanimous, but the persistence of the Crown in appealing, and the dissentient views of HANWORTH, M.R., and ROWLATT, J., show that the issue was not a very clear one. The dissentient judges laid stress on the fact that the winners looked to the club for payment, as they had the right to do, for under its rules the club both made and guaranteed payment. It did not stand to win or lose on the event, however, and this was regarded as the more crucial test, the payment being made by the club merely as agents for the losing members, and the guarantee, though involving risk, not being a bet. It may be observed that a curiously similar point as to whether the Jockey Club stood to win or lose entry fees was decided very recently in the Court of Appeal in *Wallace* v. *Ellesmere*, 73 SOL. J. 143. The present decision, which indicates a road on which a coach and four may be driven through the sections imposing the betting duty, involves obvious hardship to honest bookmakers, and presumably will be followed by legislation to remove that hardship, whether by imposition or removal of duty.

Preservation of the Landscape.

THE VARIOUS bye-laws framed with the above object are simple in form, but a recent case at Moretonhamstead illustrates the difficulties in interpretation which may arise. A boarding-house proprietor was summoned for causing an advertisement to be exhibited so as to disfigure or injuriously affect the view of the rural scenery, contrary to a bye-law of the Devon County Council. The deputy chief constable stated that, since last July, the defendant had maintained on the top of a hedge on the Moretonhamstead-Exeter main road, an advertisement which affected the view of the rural scenery from the highway. A constable described the *locus in quo*, viz., a little old bridge, a church tower in the background, the ornamental trees of the rectory on one side, and the advertisement board in the foreground. The chairman of the General Purposes Committee stated that the council considered that, although the sign did not obstruct the whole view, it was open to others to erect signs alongside which would disfigure the scenery. Evidence for the defendant was given by another county councillor, who considered that the "little old board" did not affect the view, but brought visitors to the town and enabled the defendant to pay the high rates on his hotel. The defendant also stated that the board was small, and without doing injury to the scenery it advertised the fact that there was a place where visitors could stay on arriving from Exeter. After a retirement the bench dismissed the case, but a further problem may arise if additional boards are erected which are individually harmless, but disfiguring as a group. In that event it will be difficult to convict any one defendant of a breach of the bye-law, and there will be no case against the defendants jointly in the absence of evidence of conspiracy. Such proceedings also appear to offer scope for confusing the issue, as the latter is not whether the advertisement is a source of commercial benefit to the locality, but whether it disfigures the scenery.

Criminal Law and Police Court Practice.

PROBATION FOR THE ELDERLY.—Because the young are obviously the most hopeful material upon which to work, it is natural that probation should centre round youth rather than maturity or old age. Happily, however, the law is merciful enough to include all ages within the possible benefits of probation, and judges and magistrates are understanding enough to realise that all periods of life may have their own peculiar temptations. If early youth is the time when self-control has hardly developed, age is sometimes the time when its strength begins to wane, and probation, with the friendly help it often brings, may be exactly what a case demands. To a man who pleaded guilty of stealing butter from a barrow last week, the learned magistrate at Marylebone said, very wisely: "You have lived in this world for sixty-three years, and you kept honest all that time until you saw that pat of butter. Therefore I am not going to send you to prison or punish you in any way. You will be put on probation, and if you go straight the missionary will be a friend to you." A generation ago the man would have been sent to prison for a short term, and probably ruined; to what advantage?

TESTS FOR MOTORISTS.—Interesting evidence, from many points of view, is being given before the Select Committee which is considering the Roads Vehicles Regulation Bill. The vexed question of physical tests for applicants for motor car drivers' licences is receiving its due share of attention. The secretary of the Automobile Association, opposing any form of tests either of efficiency or health, supported the recommendation of the Departmental Committee set up in 1924, which suggested that an applicant should have to declare: "To the best of my knowledge I am not suffering from any disease or physical disability which would be likely to cause the driving of a mechanically-propelled vehicle by me to be a source of danger to the public." To make a false declaration would, of course, be made a criminal offence.

We doubt the practical utility of such a system. A few accidents are due to physical disabilities, just as a few are due to inefficiency. The majority, we are of opinion, are due to recklessness by perfectly capable drivers or to defects in temperament which would not come within the terms of the declaration. Such defects could no doubt be discovered by rather elaborate efficiency tests, under difficult conditions, but expense would doubtless be the objection to any such scheme.

The declaration proposed might have a slight effect upon the highly conscientious applicants; the rest would make the declaration and trust to luck. Only if an accident occurred and could manifestly be attributed to disease or physical defect would the declaration be brought to notice; and then there would often be great difficulty in proving knowledge, unless the expedient were adopted of putting the onus on the defence, to which, in many cases, there is substantial objection.

STATEMENTS BY CO-DEFENDANTS.—We have heard a great deal of late about the Judges' Rules as to statements by persons suspected of crime or by prisoners in police custody, and there is every reason to suppose that at present they are being generally observed with strictness. One rule, which at one time was, we fear, more honoured in the breach than in the observance, should be constantly borne in mind.

Rule 8 reads: "When two or more persons are charged with the same offence and statements are taken separately from the persons charged, the police should not read these statements to the other persons charged, but each of such persons should be furnished by the police with a copy of such statements and nothing should be said or done by the police to invite a reply. If the person charged desires to make a statement in reply, the usual caution should be administered."

In a case last week at the Marlborough Street Police Court, the police gave evidence that in consequence of what one prisoner told them they went and arrested a second. The case against the second failed for want of evidence and was dismissed, but the learned magistrate commended the police for having, most properly, refrained from repeating to the second prisoner what the first had said, and for having allowed the case to rest only upon admissible evidence properly obtained.

Commerce, Industry and Finance.

Delays in Revenue Cases.

MR. JUSTICE ROWLATT has again called attention to the delays which so frequently attend the listing for hearing of revenue cases. He was dealing with an appeal against assessments as far back as 1917, and said that it was a shocking thing that these matters should be allowed to drag on in this way from the point of view of the taxpayer, whose affairs cannot be settled while these questions are outstanding, and from the point of view of the revenue authorities who are supposed to raise from income tax yearly a sum of money for the services of the current year. Nearly three years ago his lordship called attention to the matter in the High Court, and said it was scandalous that there should be a delay of four years in a small case. The matter came up in the House of Lords and the Lord Chancellor said that the case referred to had occupied only three and one-half years and not four years before being brought to trial! In the House of Commons it was suggested that a time limit for the signature of these cases should be imposed, but the Attorney-General said that they varied so much in importance and complexity that he was satisfied that this course would not be practicable nor in the interests of the taxpayer or the Crown. It would seem that the only way in which these unreasonable delays might be prevented would be to publish the dates of the various steps in the proceedings so that the party causing the delay could readily be identified. If the Revenue authorities are responsible for the delays the public should be acquainted with the fact. If, on the other hand, the officials are not responsible, it is unfair that the blame should be allowed to rest upon them. The situation is of the utmost importance, and we hope it will not be allowed to remain in its present unsatisfactory state.

Registration.

Registration as such may mean very little, but when it provides supervision and control for a profession or an industry, it may have far-reaching beneficial effects upon the community. For instance, the institution of the medical trade union must have been responsible for the salvation of many lives; the registration of dentists certainly had the effect of relieving the householder from the never-ending flood of literature pointing out the advantages of painless extraction; the registration of architects may be as beneficial to the eyesight of the nation as the controlling authority of oculists by preventing the erection of more speculative atrocities on our countryside. On the whole the business community is protected from the disasters which must follow the employment of an inexperienced accountant by the presence of societies formed not only for the purpose of granting "degrees," but of promoting serious study of the subjects involved and generally raising the standard of the profession. It seems to us that a general register of the accountancy profession, however, would be beneficial to the commercial and industrial community. At the present time the number of associations connected with the profession is unreasonably large and the letters which members are entitled to use are often misleading. A circular has been issued announcing the formation of yet another society, to be known as the "Institute of Company Accountants." Why the company accountant should require a

separate organisation we fail to see, and we feel that a general registration would bring an end to all these new societies which confuse the minds of the public. Business people know the titles of really qualified accountants, but with so many names and degrees springing up they are inclined to be led astray.

The Goddard Case.

The trial at the Old Bailey has brought to light a good many matters which had previously been hidden. One aspect of the case which seems to have been overlooked is the possible income-tax liability of persons in the positions of the defendants in respect of their illicit gains. It is interesting to note that no ruling has been given in the English Courts on this point, although it can hardly be said that the illicit gains arising to people in this country would be so considerably less than those arising to persons in countries where the matter has been the subject of judicial consideration. The ruling of the Supreme Court in Dublin, in *Hayes* v. *Duggan*, upheld the decision of the Special Commissioners in favour of the respondent. The court expressed the opinion that lotteries and sweepstakes, contrary to the law, should not bring profits to the Revenue. The case of the *Canadian Minister of Finance* v. *Smith*, before the Privy Council, raised the question of whether the profits from illicit traffic in liquor were liable to Canadian income tax. Here it was held that the profits were assessable according to the law of the Dominion. The considerable profit arising from illicit sources in club-land, if assessed to income tax and super-tax, would certainly delight the heart of the Chancellor of the Exchequer, but it would require a Solomon to design the means of securing their assessment.

Post Office Accounts.

While the Board of Inland Revenue are always reluctant to accept accounts of business transactions on a cash basis, it must be remembered that the national accounts are prepared in this way. The Post Office commercial accounts for 1927-28 shows the largest total surplus recorded in the figures, viz., £7,570,348. This figure in itself is perhaps the soundest argument in favour of the return to the penny post. This argument alone, however, will not be sufficient to impress Mr. Churchill with the necessity for the change in face of a decrease of about £30,000,000 in income tax and super-tax in the last ten months. Although political considerations may have some weight, the importance of the fillip which would be given to industry by the restoration of the penny post should be the *first* thought. The postage bill of the trader and the professional man is proportionately very large, and undoubtedly retards much effort on the part of the former to expand his business. We hope that the efforts of Sir Harry Brittan, Sir John Sandeman Hall and others in this direction may be rewarded and that a possibility of going down to posterity as a second Rowland Hill may appeal to Mr. Churchill.

Ner-Sag.

The statement that warrants had been issued for Mr. and Mrs. C. A. Brandreth calls to mind the extent to which the public may stand to lose by speculations. Ner-Sag Limited was regarded as one of the plums of 1928, and when shareholders heard of the proposal to declare a total dividend of 60 per cent. for the year they thought that this time no mistake could have been made. On the appointment of Sir John Biles and Mr. H. Hackett, the chartered accountant, as additional directors, investigation led the directorate to the opinion that it was not proper that the recommendation for the payment of the final dividend of 50 per cent. should be proceeded with.

Mr. Under-Sheriff T. Howard Deighton, C.C., solicitor, of 90, Cannon-street, E.C.4, has been elected a Member of the London Court of Arbitration as one of the representatives of the City of London Corporation.

Merchandise Marks Act, 1926.

Indications of Origin in Advertisements.

By J. Q. HENRIQUES, Barrister-at-Law.

The Merchandise Marks Act, 1926, is, in the terms of its title, "An Act to require an indication of origin to be given in the case of certain imported goods." Its objects must be contrasted with those of the Merchandise Marks Act, 1887. The Act of 1887 had for its principal object the protection of the public against fraud and deception resulting from the application of false trade descriptions or false trade marks to goods. The Act of 1926, on the other hand, is essentially educative in character, and its object is to provide the public with some definite, but not necessarily specific information as to whether the goods to which the Act applies, are of home, empire or foreign origin, in a purely geographical sense.

It is now illegal under the Act of 1926, in the absence of any exemption granted by the Board of Trade, to sell, expose for sale, or distribute by way of advertising goods of some other kind, imported goods to which is applied (either to the goods themselves, or to anything in which they are sold or exposed for sale), a name or a trade mark indicating or suggesting a home origin, without the accompaniment of a conspicuous indication of the local origin of the goods.

Section 1 (1).—Under this section the obligation to give an indication of origin only arises where there is an application of the name or trade mark to the goods or their coverings. There is no obligation to give an indication of origin in mere advertisements of goods coming within the above category, and no offence can arise under this section by the issue of an advertisement.

The Act of 1926 further provides, that Orders in Council may be made prohibiting the sale or exposure for sale of specific classes or descriptions of imported goods, unless bearing an indication of origin (s. 2). Before any such order can be made a public inquiry must be held by a standing committee appointed under the Act. Where an Order in Council has been made, it is made an offence against the Merchandise Marks Act, 1887, to act in contravention of or to fail to comply with the Order.

Section 5, sub-s. (2), of the Act reads as follows: "(2) If any person advertises or offers for sale as being goods of a particular brand or make or otherwise under a specific designation, whether by means of an illustration or by means of any written matter, any imported goods of a class or description to which an Order in Council under this Act applies, he shall, if he does not include in the advertisement or offer an indication of the origin of the goods, and subject to the provisions of this section, be deemed to have acted in contravention of an Order in Council made under this Act."

This is the only provision in the Act relating to printed or pictorial advertisements. It was inserted in the Act with special reference to the cash on delivery postal system. It will be observed that the scope of the sub-section is very limited. In the first place it applies only to imported goods of a class or description to which an Order in Council applies, and secondly, the goods must be advertised as being of a particular brand or make, or under a specific designation. The meaning of the expression specific designation is obscure; it has not yet received judicial interpretation, but it is suggested that it refers only to some designation *ejusdem generis* with a brand or trade name. "Indication of Origin" means at the option of the person applying the indication either (*a*) in the case of goods manufactured or produced in any foreign country, the word "foreign," and in the case of goods manufactured or produced in a part of His Majesty's Dominions outside the United Kingdom, the word "Empire"; or (*b*) a definite indication of the country in which the goods were manufactured or produced. (Section 10, sub-s. (1)).

Some apprehension has been felt that the publishers of an offending advertisement might be guilty of an offence. Such

apprehension would appear to be groundless. The object of the Act in enabling Orders in Council to be made is not to prevent the supply of imported goods to the public, but to prevent, in appropriate cases, the importers from supplying the public with such goods without informing them that the goods are of foreign origin. It seems quite clear from the wording of the section, that it is the purveyor of the goods against whom the section is directed, and it would, it is submitted, be a wholly unreasonable if not impossible interpretation of the Act to read "advertises" as comprising the mere act of publishing an advertisement.

In any event the statutory defence provided by s. 5, sub-s. (5), would be available. This sub-section reads as follows: "(5) A person shall not be treated as being guilty by virtue of this section of an offence against the principal Act (i.e., the Act of 1887) if he proves (*a*) that having taken all reasonable precautions against committing such an offence he had at the time of the commission of the alleged offence no reason to suspect that the goods were goods to which this Act or an order in council made thereunder applied, and that on a demand made by or on behalf of the prosecutor he gave all the information in his power with respect to the persons from whom he obtained the goods; or (*b*) that otherwise he had acted innocently." This sub-section corresponds in all material respects with s. 2, sub-s. (2), of the Act of 1887, which received a very clear interpretation in *Allard* v. *Selfridge & Co. Ltd.*, 1925, 1 K.B. 129. It seems in the highest degree improbable that the above sub-section, which is provided as a defence, would be construed so as to impose an obligation on an editor, for example, to inquire as to the geographical origin of the goods forming the subject-matter of an advertisement to be inserted in his newspaper, unless the surrounding circumstances were such as first to put him on his inquiry.

In cases where there was previous knowledge that the advertisement should include an indication of origin of the goods, it would seem that an editor of a newspaper containing an offending advertisement could be convicted as an aider or abettor. (See *Rex* v. *De Marny*, 1907, 1 K.B. 388, where the editor of a newspaper who inserted advertisements, not obscene in themselves, which related to his knowledge, to the sale of obscene publications, was held by the Court of Crown Cases Reserved to have been rightly convicted of causing and procuring obscene books to be sold and published, and to be sent by post contrary to the Post Office Protection Act, 1884, s. 4.)

Purchasers and Rent Increases before Sale.

By s. 14 (1) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, where rent or interest has been paid which is irrecoverable by virtue of the Act " . . . the sum so paid shall be recoverable from the landlord or mortgagee who received the payment or his legal personal representative by the tenant or mortgagor by whom it was paid, and any such sum . . . may . . . be deducted by the tenant or mortgagor from any rent or interest payable by him to the landlord or mortgagee."

Notwithstanding that, by s. 12 (1) (*f*) of the same Act, the expressions "landlord," "tenant," "mortgagee," and "mortgagor" include any person from time to time deriving title under the original landlord, tenant, mortgagee or mortgagor, it appears to be generally assumed by practitioners that the second clause of the above sub-section means what it does *not* say, viz., "such" landlord or mortgagee. That is, it is supposed that overpaid rent or interest can only be deducted "against the landlord or mortgagee who received the payment or his legal personal representative," and not (under the above definition clause) also against a person deriving title under him.

The point is of considerable importance to purchasers where it is not entirely established that the vendor is in order with occupying tenants in regard to increase notices.

In *Diment* v. *Roberts*, 1925, 1 K.B. 9, where the limitation of time for recovery of over-payments imposed by the Act of 1923 was under consideration, Atkin, L.J., remarked that it was very improbable the Legislature intended two different consequences in that respect from the two parts of the sub-section. A similar line of argument would support the above view in respect also of recovery by deduction. But the improbability which weighed with the Lord Justice is seen, on examination of the sub-section from the point of view of that very different question, to disappear, and, indeed, to present itself upon the opposite side; in other words, the improbability seems to be that the sub-section should not be intended to read strictly in accordance with the interpretation clause.

Why was the first part of the sub-section enacted—the part saying that the over-paid sum shall be recoverable from the landlord or mortgagee who received the payment? Not, as might at first sight be supposed, to protect his successor—the Act has no such bias in favour of landlords. Surely it was to remove in favour of tenants the objection to recovery created by the old-established rule that money paid under a mistake of law cannot be recovered. No such difficulty arose in the way of deducting over-paid rent from future amounts claimed *non constat*, but that such over-payments were not made as payments of rent in advance and accepted by the landlord as such. Indeed, he might possibly not be permitted to deny it, for upon the other hypothesis his demand was in a sense unlawful. It cannot be supposed that the second part of the sub-section was intended to take away or limit the tenant's right of deduction against future rent, save upon an erroneous inference based on a mistaken reading of the object aimed at in the first part.

So, in the case of *Bayley* v. *Walker*, 1925, L.J., K.B. 430, deciding that the six months' limitation applies, under the 1923 Act, as well to recovery of over-paid sums by deduction as to recovery by action, it was probably by no oversight on the part of the plaintiff or court that the point above referred to was not raised. In that case the purchaser had immediately after completion put himself right with the tenant of the property bought by giving a statutory notice of increase in due form. The tenant thereupon claimed to deduct the large accumulation of previously over-paid rent, and in the purchaser's action for recovery of the land on the ground that the rent was in arrear, the purchaser had to fight hard for his view that only six months' deduction was allowed, for the point was not then fully established. Had it been true, or even arguable, that the rent overpaid to his vendor was not in any case deductible against him as purchaser, it seems singular that he did not also rely upon that point, or that the court did not call attention to it. The case is, of course, no authority upon such point, seeing that it was not raised, and is only referred to here as being significant.

There appears to be no authority either way, and in the meanwhile purchasers must not be hasty to assume that the sub-section is so badly drawn that the definition clause was overlooked by the draftsman in framing the concluding sentence. They must not too hastily conclude that, merely because the Act tells them the tenant can recover the over-paid rent or mortgage interest from the person to whom it was paid, he cannot also deduct it against the rent due to a successor up to the full limit of six months prescribed by the Act of 1923.

A FULL-TIME TOWN CLERK FOR CREWE.

The General Purposes Committee of the Crewe Town Council is recommending the appointment of a full-time Town Clerk at a salary of £1,100 per annum. For fifty years the Town Clerk was allowed to carry on a private practice, but the work has so increased that a whole-time officer is now considered necessary.

A Conveyancer's Diary.

[COMMUNICATED.]

Effect of termination of Settlement after death of Tenant in tail.

The transitional provisions of the L.P.A., 1925, provide an interesting illustration of a settlement which has come to an end being treated as still subsisting. I am reminded of this by a case which recently came under my notice. Immediately before the commencement of the Act, two persons were tenants in common in tail under a compound settlement, consisting of a will dated about 1860, and an appointment and re-settlement dated about 1890. There were no trustees of the settlement for the purposes of the S.L.A., 1882-1890, but there were personal representatives, who were trustees under s. 30 (3) of the S.L.A., 1925. There were consequently no trustees of the settlement within the meaning of 1st Sched., Pt. IV, para. 1 (3) of the L.P.A., 1925 (*Re Catchpool*, 1928, Ch. 429). In these circumstances the legal estate in the entirety vested in the Public Trustee upon the statutory trusts under para. 1 (3) (i).

It will be observed that the property having become subject to a trust for sale, the settlement came to an end and it would have seemed natural that the provisions of para. 4, proviso (iii), would have been made applicable so that persons interested in more than a half of the land, or the income thereof, would have been entitled to appoint trustees to hold upon the statutory trusts in the place of the Public Trustee. But this is not the course which has been adopted, as will be seen by a reference to para. 1 (3) (iv), which enacts that, if before the Public Trustee has accepted the trusts, trustees of the settlement are appointed, the land shall by virtue of the Act vest in them as joint tenants upon the statutory trusts.

Section 36 of the S.L.A., 1925, is another example of a settlement being apparently treated as still subsisting, although it has ceased to be a settlement within the meaning of the S.L.A., 1925.

A further interesting question arises in the circumstances just mentioned; that is, who can appoint new trustees of the settlement? Can an appointment only be made by persons who would have appointed under the old law, or may an appointment be made by persons who could not have appointed under the old law, but could under the new, under S.L.A., 1925, s. 30 (1) (v), for instance? It is thought that the latter is the true view, but it is a point which will doubtless come before the court for decision. In the case in question one of the tenants in tail died after 1925, and a grant of probate of his will was obtained. Now, the result of the transitional provisions of the L.P.A., 1925, was that the entirety of the property had become vested in the Public Trustee upon the statutory trusts and the interests of the former tenants in common in tail became converted into interests in the proceeds of sale.

It was contended in in *Re Price*, 1928, Ch. 579, that in such a case the interests in the proceeds of sale were entailed interests, and Clauson, J., held that they were not, but were absolute interests, though whether *Re Price* will be applied in practice, where the facts differ from those in that particular case, is open to doubt. It followed in the matter which I have been discussing, that the former tenants in common in tail became absolutely entitled in equal shares to the proceeds of sale, and that on the death of one of them, his one-half share passed to his personal representative. The appointment of new trustees by the survivor and the personal representative of the deceased tenant in tail was consequently a good appointment under the S.L.A., 1925, s. 30 (i) (v). But again, this appears to be rather a strange result, having regard to the general scheme of the Acts, for here is property held upon trust for sale and the persons entitled to do so are appointing trustees of the settlement, not upon trust for sale, but for the purposes of the S.L.A., 1925. The result attained is, of course, the same, and there may be some reason, which has escaped me, for the apparent anomaly. However, that may be, there seems no doubt that such is the position.

Positive Covenants and Easements.

We regret that Mr. Ernest I. Watson does not think that we dealt fully in the Conveyancer's Diary, of our issue of 23rd February, with the points raised by his interesting letter of the 26th January, published in our issue of 2nd February, 73 SOL. J., at p. 74.

Whether or not, a positive covenant will be construed by the court as an implied grant of an easement or spurious easement must depend on the form of the covenant and also, to some extent, on the circumstances attendant on it.

We think, therefore, that the course we adopted in setting out the general principles of law and equity governing this matter, with relevant authorities, was the right one. We also gave what we believe to be a few constructive and practical suggestions for avoiding the difficulties arising out of the principle of law that positive covenants, as such, do not run with the land.

We will, however, endeavour to answer his questions *seriatim*.

(1) The right to have a boundary fence between two properties kept in repair may, it seems, exist on the presumption of a lost grant, by prescription or by an implied or express grant of an easement.

(2) A modern grant, if capable of operating at law, is as effective in imposing a burden on succeeding owners as an ancient grant.

(3) The reason why a positive covenant, as such, will not bind successive owners of land, while an express or implied grant of an easement will do so, is founded on the ancient distinction between personal rights and rights in respect of things. Briefly, a grant of an easement creates at common law an independent right in or over land, whereas a covenant at common law creates a liability as between persons only. It has been held that positive covenants are binding at law between persons having priority of estate with the covenantor and the covenantee.

Succeeding owners of freehold land have no priority of estate with the original covenantee.

Equity will, however, in certain circumstances, compel the enforcement of restrictive or negative covenants, but will not do so in the case of positive covenants.

(4) and (5). Whether or not a covenant will be construed as in effect a grant, is a question to be decided by the court in each case. If an easement is granted the grant should be express and clear.

Each practitioner will doubtless frame his grant in the language adopted by his favourite book of conveyancing precedents. In the Conveyancer's Diary of 23rd February, we showed, as clearly as we could, the method which we advocated for making a positive covenant binding on successive owners.

We hope that this note will meet Mr. Watson's difficulties, and that it will also assuage the wrath of our correspondent, "A.F.", with whose opinion we have ventured to disagree.

Landlord and Tenant Notebook.

[COMMUNICATED.]

Peachy *v.* Young.

The question has been raised whether *Peachy* v. *Young*, on which we commented (*ante*, p. 87), is likely to apply except in a few rare cases, and whether, therefore, in the majority of cases, any benefit is to be derived by a disclaimer of the nominal reversion, under the power granted by the Law of Property (Amendment) Act, 1926.

To clear up any doubts it might be pointed out, in the first place, that the principle of *Peachy* v. *Young* will apply only if, *inter alia*, the right of redemption is not still subsisting, and only, apparently, where the mortgage has been created prior to the 1st January, 1926.

This seems to be the effect of para. 7 (*a*) of Pt. II of Sched. I of the L.P.A., 1925, which provides that "Nothing in this part of this Act shall operate (*a*) to vest in a mortgagee of a term of years absolute any nominal leasehold reversion which is held in trust for him subject to redemption . . . " and it is important to note that in *Peachy* v. *Young* the defendant had traced his title through a purchaser of the term under the mortgagee's power of sale, so that the equity of redemption had been extinguished.

In the case of the bankruptcy of a sub-lessor mortgagor, it would appear that nothing is to be gained by a disclaimer of the reversion (by the mortgagee), where the trustee in bankruptcy disclaims, because the mortgagee would have to shoulder the liabilities of the mortgagor by reason of sub-s. (6) of s. 54 of the Bankruptcy Act, 1914 (cf. also *Ex parte Lupton*, 1901, 2 K.B. 641).

The material portions of that sub-section are as follows:—

"Provided that when the property disclaimed is of a leasehold nature, the court shall not make a vesting order in favour of any person claiming under the bankruptcy, whether as underlessee or mortgagee by demise except upon the terms of making that person—

"(*a*) Subject to the same liabilities and obligations as the bankrupt was subject to under the lease in respect of the property at the date when the bankruptcy petition was filed; or

"(*b*) If the court think fit, subject only to the same liabilities and obligations as if the lease had been assigned to that person at that date."

It may be therefore of no practical importance to disclaim, as far as vesting orders in favour of the mortgagee, on the bankruptcy of the mortgagor, are concerned.

But the case would be entirely different if it was one merely of forfeiture of the mortgagor's interest. In that event, the mortgagee, as underlessee, might claim the relief given by sub-s. (4) of s. 146 of the L.P.A., an entirely different provision from sub-s. (6) of s. 55 of the Bankruptcy Act, 1914.

It is to be carefully noted that where the court makes a vesting order under this sub-section, the sub-lessee is given an entirely new estate, and the conditions on which the relief should be given and the terms of the new estate (as to rent, covenants, etc.), are entirely in the discretion of the court.

If the case therefore is not one in which the mortgagor is bankrupt, and the trustee is disclaiming, the disclaimer of the nominal reversion under the power granted by the Law of Property (Amendment) Act, 1926, may prove to be of advantage.

In conclusion, as a correspondent points out, it should be noted that in *Peachy* v. *Young* there was an express covenant for further assurance, by way of *assignment*, if necessary, and *Peachy* v. *Young*, it seems, would not therefore apply where there was merely an implied covenant for further assurance. On the other hand, if there was a declaration of trust of the nominal reversion, the opinion is ventured that the implied covenant for further assurance would include an (implied) covenant to transfer or assign the nominal reversion, so that, *ceteris paribus*, *Peachy* v. *Young* would apply.

CERTIFIED ACCOUNTANTS.

The next examinations of the London Association of Accountants will be held on 4th, 5th and 6th June, in London, Glasgow, Edinburgh, Newcastle, Birmingham, Belfast, Cork, Dublin, Leeds, Sheffield, Manchester, Liverpool, Cardiff, Bristol, Nottingham, Hull and Plymouth. Women are eligible under the Association's regulations to qualify as certified accountants upon the same terms and conditions as are applicable to men. Particulars and forms are obtainable at the office of the Association, 50, Bedford-square, W.C.1.

Our County Court Letter.

HAIRDRESSERS' NEGLIGENCE.

Actions in respect of illness following visits to barbers or restaurants are alike in one respect, as the same problems arise as to how far the experiences of other customers are relevant evidence. In the recent case of *Wyles* v. *Pestell*, at Diss and Eye County Court, the plaintiff claimed £25 17s. 6d. as damages for negligence, viz., the use of unclean articles whereby the plaintiff contracted a disease known as "barber's itch." The plaintiff's case was that her back hair had been trimmed by the defendant, who used no neck wool and put round her neck a wrapper that appeared to have been used before. Three days afterwards she was suffering from a rash, which caused her considerable pain, and necessitated staying in bed and subsequent hospital treatment. The medical evidence was that the malady was barber's itch, which was different from the rash caught from fur, and that it had been necessary for the plaintiff to burn her hats, clothing and bed linen. The disease could be caught in various ways, and if articles in a barber's shop were cleaned and disinfected there should be no danger, but infection was more likely to be caught at a barber's than elsewhere. Evidence was tendered of a visit by another customer, but it was held that what happened a few days later was not admissible, as the occurrence was nineteen months before the plaintiff's visit, and the period was too remote. A submission that there was no case to answer was overruled, and the defendant's evidence was that there was a renewal of all the linen on Monday mornings, and that he disinfected all his implements every morning. He sometimes used a wrapper on more than one customer, but shook it first, and he refused to treat customers with pimples. The defendant's laundress and some of his regular customers gave evidence as to his cleanliness, and it was submitted that it was not the practice to use a clean cloth for each customer in the country, where it was impossible to charge London prices. His honour Judge Chetwynd Leech reserved judgment, and held that the plaintiff contracted the disease in consequence of the use of a wrapper for the purpose of keeping the hair from her clothes. It was an accident that the wrapper had come into contact with another customer, and judgment was given for the defendant with costs.

The admissibility of evidence in such cases should be tested by reference to *Hales* v. *Kerr*, 24 T.L.R. 779, in which the plaintiff claimed £30 as damages for negligence in using dirty shaving tackle. The defendant's assistant had cut the plaintiff during a shave, and had applied a towel and powder puff, following which the plaintiff had developed ringworm of the beard, i.e., barber's itch. Corroborative evidence as to uncleanliness was admitted from two other customers, who had been shaved at the defendant's shop in the previous month, and had had sore chins following cuts. The defendant's evidence was that he scalded the implements while the assistant was away at meals, that his wife washed six towels a day, and that the assistant had used the same tackle during the previous month upon other customers without complaint. The county court judge awarded £10 10s. damages to the plaintiff, and the Divisional Court refused to order a new trial. Mr. Justice Channell pointed out that three questions arose, viz. (1) as to whether the plaintiff caught the disease in the defendant's shop—the appearance of the rash near the cut was evidence of that fact; (2) as to whether the defendant had been negligent—the tribunal of fact was justified in saying that it was negligence to use towels used by other people, the barber not being sure of their condition before being cleansed from infection; (3) as to whether the practice adopted in the particular establishment was dangerous—evidence would have been admissible to show that at other barbers' shops similar methods had caused the communication of

disease, thus showing the danger of any particular practice. On the question of admissibility of similar occurrences, it was not legitimate to infer that a man was negligent on a certain day in one month, merely because he had been negligent on every day in the preceding month. Nevertheless, when the question arose whether a particular practice giving rise to an accident was dangerous, it was legitimate to show that it had caused similar accidents on other occasions. The evidence as to events in the previous month was therefore admissible as showing a dangerous practice carried on in the particular establishment. Mr. Justice Sutton concurred in dismissing the appeal.

Different considerations arise in cases where the injury follows the use of a patent hair wash, and the authorities on this topic were reviewed in the following County Court Letters: "Manufacturers' Liability," 10th December, 1927 (71 SOL. J. 941); "Retailers' Liability," 25th August, 1928 (72 SOL. J. 565).

Practice Notes.

TRADE AND DOMESTIC WATER SUPPLIES.

IN the recent case of *Folkard* v. *Ipswich Corporation* the plaintiff claimed £20 as damages for breach of contract by reason of the defendants' failure to perform an agreement to supply water for building purposes. Having been approached by an official, the plaintiff had agreed to have a water main continued to his property, and had thereupon prepared plans for the erection of a bungalow at the price of £450. The defendants had placed pipes along the side of the road, and the plaintiff had paid 27s. as a deposit, for which he obtained a receipt from the waterworks department. The supply had been promised within a week, but was not forthcoming for fifty days, and the plaintiff claimed the above amount as the difference in price between the contracts of a first and second builder, the water having been obtained from another source. The defendants' case was that the plaintiff had misunderstood the terms of their offer, as he could always have had a temporary supply if he had applied for it, though not necessarily through a main. His Honour Judge CHETWYND LEECH held that the defendants' undertaking was to supply water to the house of the plaintiff, and that the latter was mistaken in assuming that the defendants had specifically undertaken to lay a main for the supply of water for building purposes. If the plaintiff had employed a more experienced builder, he would have known that the defendants would have furnished him with a temporary supply, either by carting or otherwise, on application being made. Judgment was therefore given for the defendants, with costs. The rights of the consumer vary according to the local Acts, but the above case is an illustration of the fact that the owners and occupiers of premises are usually not entitled to demand a supply of water until service pipes have been laid between the mains and the premises to be supplied. A special agreement is necessary with regard to buildings in course of erection, but on compliance with the conditions as to laying pipes, and on paying or tendering the water rate, every owner or occupier of a dwelling-house (within the limits of the local Act) is entitled to demand and receive a sufficient supply of water for domestic purposes.

Obituary.

MR. S. SCHOFIELD.

Mr. Simeon Schofield, J.P., solicitor, the senior member of the firm of Schofield & Son, Halifax and Stainland, a former President of the Halifax Incorporated Law Society Limited, and a Justice of the Peace for the West Riding of Yorkshire, passed away suddenly on the 3rd inst., aged seventy-three years. Mr. Schofield, who was admitted in 1898, was a member of The Law Society for many years.

Books Received.

An Analysis of the Companies Act, 1928 (*as affecting Secretaries and Auditors*). DANIEL S. FRIPP, F.C.A. Demy 8vo. Paper. 45 pp. 1928. London: Gee & Co. (Publishers) Limited. 1s. 6d. net.

Limitations of a Balance Sheet. Sir GILBERT GARNSEY, K.B.E., F.C.A. Demy 8vo. pp. 41. Stiff boards. 1929. London: Gee & Co. (Publishers) Limited. 3s. net.

Ministry of Health Report on Investigation in the Coalfield of South Wales and Monmouth. H.M. Stationery Office. 3d. net.

Rogers on Elections. Vol. I. Registration, Parliamentary, Municipal and Local Government with Appendices of Statutes, Orders in Council and Forms. 1929. Eighteenth Edition. C. WILLOUGHBY WILLIAMS, LL.M., Barrister-at-law. Medium 8vo. pp. xiii and (with Index) 178. London: Stevens & Sons Limited. 15s. net.

Adulteration of Food. Statutes, Cases and Regulations, including the Food and Drugs (Adulteration) Act, 1928, and dealing with Coffee, Tea, Bread, Milk, Margarine, Margarine-cheese, Milk-blended Butter and all other Foods and Drugs. DOUGLAS C. BARTLEY, Barrister-at-law. Fourth Edition. Medium 8vo. pp. xiv and (with Index) 240. 1929. Stevens & Sons Limited. 12s. 6d. net.

Digest No. 3. Vols. XXI to XXX. Lloyds List Law Reports (Hilary Sittings, 1925, to Hilary Sittings, 1928, inclusive). CHAS. W. MUIR and R. UNWIN DAVIS, Barristers-at-law. Morocco. Medium 8vo. pp. xxiv and 420 cols. 1929. Lloyds, E.C.3. £2 2s. post free.

North Carolina Law Review. Vol. VII. No. 2. February, 1929. University of North Carolina for the School of Law. 80 cents.

The Bombay Law Journal. Vol. VI. No. 9. February, 1929. The Union Press, Bombay. Rs. 2.

Local Government Bill, 1928. Cmd. 3273. Explanatory Memorandum on the Provisions of the Bill, as passed by the House of Commons. Paper. pp. 56. H.M. Stationery Office. 1s. net.

Police and Public. S. FOWLER WRIGHT. 1929. Crown 8vo. 140 pp. Fowler Wright Limited, 240 High Holborn, W.C.1. 2s. net.

The South American, 1929. A Guide to the Countries and Resources of Latin-America, inclusive of South and Central America, Mexico and Cuba. J. A. HUNTER. Founded upon "The Anglo-South American Handbook." With coloured Map and Index. Foolscap 8vo. pp. lxxx and 746. South American Publications Limited, Atlantic House, Moorgate, E.C.2. 2s. 6d. net.

Law and Practice of Libel and Slander in a Civil Action, with Precedents of Pleadings, etc., and Canadian, Australasian and American cases on the subject. CLEMENT GATLEY, D.C.L., LL.D. Second Edition. With a foreword by The Hon. Mr. Justice MCCARDIE. Medium 8vo. pp. cxlii and 1039. 1929. Sweet & Maxwell, Ltd. 52s. 6d. net.

Cockle and Hibbert's Leading Cases in Common Law, with Notes, explanatory and connective, presenting a systematic view of the whole subject. Second Edition. W. NEMBHARD HIBBERT, LL.D. (Lond.). Medium 8vo. pp. xxxvi and 959. 1929. Sweet & Maxwell, Ltd. 42s. net.

The Modern Law of Real Property and Chattels Real. Founded upon the Fifth Edition of Goodeve's Real Property. HAROLD POTTER, LL.B. Medium 8vo. pp. xxxv and 684. 1929. Sweet & Maxwell, Ltd. 27s. 6d. net.

The Law of Torts. (CLERK and LINDSELL.) Eighth Edition. W. A. MACFARLANE and G. W. WRANGHAM, Barristers-at-Law. Medium 8vo. pp. cxxx and 827. 1929. Sweet & Maxwell, Ltd. 45s. net.

POINTS IN PRACTICE.

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Landlord and Tenant Act, 1927.

Q. 1583. My client's twenty-one years' lease of a shop and premises expired on the 29th September last. The business carried on was that of a baker and confectioner. The question of a new lease or compensation for goodwill arises. No notice has been given in accordance with s. 5, sub-s. (1) af the Act, but in any case such notice as the Act prescribes could scarcely have been given in this case, seeing that the Act became operative six months *before* the lease expired. Is there any view to be expressed as to whether notice can now be given in such circumstances. The only re-prospective provisions of the Act appear to be contained in s. 17, sub-s. (1), probably relating to improvements or such improvements as have been made since the commencement of the Act. I am afraid my client is too late to give notice, and will probably have to submit entirely to the terms stipulated by the landlord for the granting of a new lease. Your comments would be appreciated.

A. In this case the tenant has no remedy whatever under the Act.

Will—Partial Intestacy as to Furniture—A. of E. Act, 1925.

Q. 1584. By his will A devised and bequeathed his dwelling-house and furniture to his wife for life, and after her death he devised the dwelling-house to B, but did not dispose of the furniture by his will after his wife's death. The testator died in 1927, and presumably there was a partial intestacy with regard to the furniture, and it is suggested that the wife became absolutely entitled to it under the Administration of Estates Act, 1925. Is this the correct view?

A. Subject to the usual caution as to construing a will without perusing the whole of it, it is agreed that the result is as suggested in the question (see A. of E. Act, 1925, s. 49).

One of Two Executor Trustees proving—When his Power to Sell as Executor ceases.

Q. 1585. We have been interested in the recent notes in your journal with reference to the period at which in trust matters the executorship ceases and the executor becomes a trustee, and we shall be much obliged if you will kindly give us the benefit of your opinion on the following case: A made his will appointing B and C as executors and trustees (B being a son of the testator and C was testator's solicitor). Testator bequeathed to them all his real and personal estate upon trust for sale, and to invest the proceeds and divide the income between his (testator's) two children for life (of whom B is one), with remainder to certain of their issue. The will contains a power for the executors to postpone sale, and a direction to pay the income meanwhile as if sale and conversion had been made. Part of the estate consists of certain freehold properties. Testator died in May, 1927, and the will was proved shortly afterwards by C only, power being reserved for B to prove. He has not, however, so far, done so, although he is fully aware of the position, and he has a copy of the will. Payments on account of the income of the estate have been made to B and the other beneficiary, and full estate accounts have been rendered to them. C considers it his duty to now realise the said freehold properties, and this would in fact have been done some time ago, but he (C) has been unable to obtain the price suggested by B, which is much in excess of the amount of the probate valuation. This latter value is considered to be the true value, and has been accepted by the district valuer; in fact B is suggesting a fancy price. The Inland Revenue officials have been pressing for the residuary account, which is now about to be delivered, and will include the said freehold properties as part of the estate to be held in trust. C thinks the properties should now be offered by public auction with a suitable reserve price, without regard to B, the non-proving executor. In the circumstances the question arises whether C would be justified in entering into a contract as executor, or could the purchaser object to his title and require the non-proving executor B to join in either as trustee or together with the other son of the testator as tenants for life. All the testator's debts and liabilities have been paid, and the statutory notice expired some time since, and there are no mortgages or other incumbrances on any of the properties. C has not signed any assent. In the circumstances we shall be much obliged if you will kindly give us your opinion, the short point really being whether the proving executor C can sell, as such, without the concurrence of any other party.

A. There are naturally two aspects from which this question may be regarded; that of a purchaser and that of B and other beneficiaries. *Quâ* a purchaser, C can make a good title under A. of E.A., 1925, s. 2 (2). *Quâ* the beneficiaries the executor's duties have ceased, save only as to vesting the property in the trustees, and it is considered clear that his duty is to ask B if he is prepared to act as trustee, and if so, to assent to the vesting of the residue in B and C as trustees for sale. If B declines to act, C's duty is to assent to the vesting in himself as trustee, and as there is real estate, to appoint a new trustee to act in the place of B refusing.

Bequest "free of Duty payable on my Death" of Sum Settled for Life Interest with General Power of Appointment by Will and Gift Over in Default—What Duty payable out of Residue.

Q. 1586. The following is an extract from a clause in a will, probate of which has recently been granted: "I bequeath (free of duty payable on my death) the sum of £5,000 to my trustees upon trust to pay the income thereof to 'A.B.' for her life without power of anticipation during any coverture and after her death for such person or persons in such share or shares as she shall by will appoint." After which follows a provision for division between her children in default of appointment, and in default of children that the legacy shall fall into the residuary estate. With regard to the above:—

(*a*) It appears to us clearly to be the intention that the residuary estate of the testator shall pay only the death duty on the life interest of A B. Do you agree?

(*b*) A B was an adopted daughter of the deceased, and has long since obtained her majority. From what date is she entitled to interest on this legacy? From the date of death, or from one year after the death, or from such date being after the date of death but before one year after the death as the executors set aside the £5,000 and hold it as trustees?

A. (*a*) As the gift over in default of appointment is to persons other than the donee of the power, the only legacy duty that can be ascertained on the testator's death is that on the life interest (see Legacy Duty Act, 1796, s. 18, latter part, and *Platt* v. *Booth*, 3 Beavan 257, as to a general power exercisable by will being an absolute power within the section). Agreement is therefore expressed with the suggestion.

(*b*) In the absence of any other provisions in the will affecting the question, interest is payable from the expiration of one year from the testator's death (*Re Whittaker*: *Whittaker* v. *Whittaker*, 21 C.D. 657).

Correspondence.

Wills and Testaments (Family Maintenance) Bill.

Sir,—Mr. J. B. Bradford, of Hobart, who writes in your issue of the 2nd inst., remarks that the "browbeating of witnesses" is not now tolerated in the superior courts of law (what this has to do with this subject I do not understand), but although we ought to be thankful for this, apparently other evils remain, for the habit of misrepresenting an opponent still seems to flourish. Your correspondent attributes actions to me "unworthy of the traditions of an honourable profession," such actions consisting of an assertion that hardships and evils necessitating family maintenance Acts have no existence, and the implication that statutes designed to correct testamentary abuses have not been acted on. I did not make the former statement, and as to the latter my remark is capable of more than one interpretation, but even if taken in the sense your correspondent suggests can hardly be said to be unworthy of the profession. These, your correspondent's latest remarks, are fitting additions to the gem contained in the first letter, viz., that it is illogical to ask for cases showing the necessity for family maintenance Acts, and there I propose to leave the matter for the present.

Bromley, Kent. COMMENTATOR.
5th March.

"Ridges' Constitutional Law."

Sir,—Your review of Ridges' Constitutional Law in THE SOLICITORS' JOURNAL is grossly unfair. To take one instance, I never said or even thought that the Dominions could make treaties without the interposition of the Imperial Government. All I did was to place before the reader the views of a high authority that this had been done on one occasion, but that this made it all the more desirable that the closest consultation between this country and the Dominions should be maintained over the whole field of foreign policy. This has been twisted into an absolute statement by me, though it is, of course, nothing of the sort. The whole review is marked by censoriousness and nothing else, and to one who for many years reviewed for the *Law Quarterly* it seems like a first essay in reviewing.

Lincoln's Inn, W.C. SYDNEY E. WILLIAMS.
4th March.

Sir,—You have been good enough to invite me to reply to Mr. Williams' letter criticising my review of the fourth edition of "Ridges' Constitutional Law."

His complaint that the review is "grossly unfair" and "marked by censoriousness" is a matter of opinion upon which I will not comment. In the review I had drawn attention to some half-a-dozen examples of serious errors in his book, but he only makes definite reference to one of my criticisms. In this instance, however, he makes the serious charge that I "twisted" his meaning, and I will invite your readers to consider how far this imputation upon my honour is justified.

On p. 406 Mr. Williams says: "But recently (1923) a separate treaty has been made by Canada with the United States and signed by the former alone. The Dominions therefore seem to have obtained the treaty power—a separate power without even the formal interposition of the Imperial Government."

Again, on p. 407, after referring to the Treaty of Versailles and another treaty, he goes on to say: "If this be so, and if the precedent has thereby been firmly established, a new and very important element has been introduced into the constitutional custom of the British Commonwealth. The Dominions have obtained the treaty power—a separate power, exercised directly by themselves, without even the formal interposition of the British Government. No doubt this follows inevitably from the principle of equal nationhood. It was on that ground, indeed, that Sir Robert Borden claimed that separate powers should be taken by the Dominions at Versailles; and it was on that ground that the British Government readily conceded his claim."

Upon these passages my comment was: "Sometimes the inaccuracies are substantial, such as the statement that the Dominions can make treaties 'without even the formal interposition of the Imperial Government.'"

I leave it to your readers to judge whether I was justified in treating these two passages as a "statement" by Mr. Williams himself. In his letter he tries to shift the responsibility for this absurd opinion to "a high authority"—presumably Sir Robert Borden. I happen to know Sir Robert, and I am well acquainted with his writings, and I can safely say that neither in public or in private has he ever committed himself to such a grotesque mis-statement of the law.

As I have said, I selected for comment only a few of Mr. Williams' many errors. If he still thinks my review "grossly unfair," I can make out a much longer list, but in that case I shall have to expand my brief notice into a somewhat lengthy article. Meanwhile, if Mr. Williams wishes to continue this correspondence, I will invite him, without breaking fresh ground, to justify his attitude in some of the cases which I have already noted, for example:—

(1) His discussion of the problem of Dominion status without any reference to the Report of the Imperial Conference of 1926.

(2) His grouping of the opinions of the law officers with statutes and judicial decisions under the heading of "Laws Proper" (p. 3).

(3) His statement that "the Amir of Afghanistan is bound by agreement not to maintain foreign relations with any Power except India" (p. 434).

Temple, E.C.4, H. A. SMITH.
March 6th.

Police Entry to Clubs.

Sir,—May I mildly demur to your note on page 133 of the issue of 2nd March last as to "Police Entry to Clubs." You suggest that such a right of entry would not constitute a grievance to aristocratic clubs or to the genuinely conducted workmen's clubs.

May I, quite inoffensively and but because it appears pertinent, comment "Alas! for your simple faith."

Do you really think that policemen would invade the Athenæum or Carlton? That such visits would be limited to the poorer clubs is certain, and, rightly or wrongly, these clubs, though their management be of the highest character, of thirty or forty years beyond question, believe that such a proposal would render them liable to a constant persecution, freedom from which could only be purchased by constant free drinks or cash. Recent "revelations," so-called, but known to most of us these forty years, do not enable us to take your view. It should also be remembered that the Chief and Assistant Commissioners at Scotland Yard are magistrates, and can issue warrants authorising police entry in any case.

B. T. HALL.
The Working Men's Club & Institute Union, Ltd.,
Club Union-buildings,
Clerkenwell-road, E.C.1.
5th March.

Horwood *v.* Statesman Publishing Co., Ltd.

Sir,—I was very glad to see the observations contained in your issue of the 23rd ulto. in reference to the remarks of Lord Justice Scrutton in dealing with this case.

You characterise the implication of these remarks as "unfortunate," and I think most people will emphatically

agree with you. To begin with, the court had nothing whatever to do with Sir Archibald Bodkin or with the views of "other people." It was simply concerned with the question whether or not the actions brought by Sir Wyndham Childs and Sir William Horwood should be consolidated.

Your comment is cogent; but might not the remark of the lord justice "that it was quite possible that other people might think Sir Archibald Bodkin the wisest of the three" be read by some of the members of the jury who had to try the other two cases?

The fact is that in these days the habit of extra-judicial remarks is becoming a disease of an epidemic character.

It is a matter for very great regret that in our evening papers we are almost daily treated to paragraphs headed "Crawfordisms," and "Judge Cluer day by day." What have the parties to do with the cost of his honour's clothes? and what right have judges to talk in such a way as to induce the publication of "snappy" newspaper paragraphs about matters relating to anything but the issue before the court?

It is high time an emphatic protest was made in the matter.

Courts of justice are set up for the impartial trial of disputes between man and man, not for the presiding judge to say what he thinks are smart things, or to give his own experiences, and cause mischief, possibly to the parties, but certainly to his high office; and, in the grosser cases, to constitute himself by his conduct a species of "Aunt Sally" for the baser sort of journalism.

Gray's Inn. J. ROWLAND HOPWOOD.
4th March.

Lord Haldane and "A Fat Brief."

Sir,—It is stated in Lord Haldane's "Autobiography," that on one occasion, while he was a briefless barrister, he dined with a well-known solicitor, who was so impressed by his appreciation of and ability to consume wine that he sent him next day "a fat brief." The expression "a fat brief" presumably means a brief relating to an important matter and carrying a substantial fee. The story can hardly be true, for no solicitor, unless he were a lunatic (in which case he might have a difficulty in taking out his practising certificate under 6 & 7 Vict., c. 73), would select a barrister on any such grounds. The story is interesting as illustrating the popular fallacy that solicitors have always on their tables a large number of briefs ready to be delivered to any barrister in order to satisfy their personal whim or the wishes of their friends, as one throws crumbs to birds. The fact is, of course, that, in delivering a brief, a solicitor should consider the interests of one person only, and that is, not himself nor the barrister, but the client who pays for it all.

London, E.C.2. RANDLE F. HOLME.

Legal Parables.

XXVI.

The Solicitor who went too far.

THERE was once a solicitor whose whole heart was in his work; at least nearly his whole heart, for he gave a little of it to his new young wife, VAMPINA, for whom, as he often assured her, he worked so hard and so long. Sometimes she would tell him playfully she felt just a teeny-weeny bit jealous of a profession to which he seemed so wedded that he had all too little time for his lonely little wifey (who played bridge with the house-keeping money every afternoon and golf most mornings). But he explained that the law was a hard mistress, and it was all for her; and then she would say, well, she must try to be an understanding little girl, but she did wish he didn't stay at the office quite so late and go to those horrid courts defending horrid people so often; and anyway (this very playfully) as he was so busy he must be getting ever so rich, so could he give her just a tiny bit more housekeeping money this month? Things *were* so dear nowadays, weren't they? And (brightly) couldn't he charge some of his wicked clients a little more?

Then he told her how a man must never feel that his client was wicked. In advocacy, in particular, he must be the client's *alter ego*, feel for him and with him, *be* him for the time. And she said she would try not to mind, so long as he was not *too* "alter egoish" with some of those lady clients; and she would just love to hear him in court one day! To which he always replied that courts were no places for his dear little VAMPINA.

Well, one day, when it was too frosty for golf, she stole into the local police court just as her husband was addressing the bench in what is generally described as a case of an Unpleasant Nature.

"I admit," she heard her husband say, "that I have committed" (well, never mind what it was)—"indeed I have behaved very badly, and have only to express regret, and to ask the court to make the order as low as they possibly can."

She waited no longer. When her unsuspecting husband arrived home he found a note "from his sorrowing and disillusioned VAMPINA," announcing that she had gone home to mother, never to return.

Of course he has written to explain that it was pure advocacy and the *alter ego* business; but up to date she hasn't come back.

Moral: Be yourself.

Notes of Cases.

Court of Appeal.

Page *v.* Scottish Insurance Corporation, Ltd.; Forster *v.* Page (Consolidated).

Scrutton, Greer and Sankey, L.JJ. 6th February.

INSURANCE — MOTOR CAR — ACCIDENT — SUBROGATION—INSURED'S DRIVER IN FAULT—REPAIRS EFFECTED BY INSURED AT INSURER'S REQUEST—DRIVER'S CLAIM FOR COST OF REPAIRS—INSURER'S RIGHT OF SUBROGATION TO OWNER'S CLAIMS AGAINST DRIVER.

Appeal from the judgment of Salter, J. (73 SOL. J. 27).

The plaintiff in the first of these consolidated actions, Arthur Henry Page, was driving one, Forster, in his (Forster's) motor car from Leeds to London on the 12th October, 1925, when he collided with another motor car. The owner of that motor car successfully sued both Page and Forster for damage to the car. Forster was insured in respect of his own motor car with the Scottish Insurance Corporation, and they elected, as they were entitled to, not to pay him the amount of the damage but to get the motor car repaired. They requested Page, the driver, who was also a motor car dealer, to do the repairs. The cost of the repairs amounted to £117 2s. 6d., and Page, in these proceedings, sued the insurance corporation for that sum. In the second action, the insurance corporation, suing in the name of Forster, claimed the above sum from Page for damage caused to Forster's motor car through his (Page's) negligent driving. They contended that they were entitled to set off their claim against Page's claim on the principle of subrogation. Salter, J., held (1) that the insurance corporation had a right of set-off equal to the amount of the claim for repairs; (2) that the fact that when the action was brought certain claims of the insured under the policy with regard to third party risks were still unsettled did not prevent the insurance corporation from being subrogated to the owner's rights against Page; and (3) that they were not bound to go through the formality of paying Page before they might

be subrogated to Forster's rights against him. Judgment was accordingly given for the insurance corporation. Page appealed.

The COURT (Scrutton, Greer and Sankey, L.JJ.) allowed the appeal. There was no right of subrogation unless and until the insurers had fully indemnified the assured under the policy. The right of subrogation in this case did not pass to the Scottish Insurance Corporation because at the outset of the proceedings they had not discharged all claims arising under the policy. The fact that during the proceedings they had paid the third party claims did not avail them. The appeal must be allowed and judgment entered for Page in both actions. Appeal allowed.

COUNSEL: *Cartwright Sharp* and *E. H. Blain*, for appellant; *Serjeant Sullivan*, K.C., *Maurice Healy* and *Felix Taylor*, for respondents.

SOLICITORS: *White & Co.; Edmund O'Connor & Co.*

[Reported by T. W. MORGAN, Esq. Barrister-at-Law.]

In re Grove-Grady: Plowden *v.* Lawrance.

Lord Hanworth, M.R., Lawrence and Russell, L.JJ.

14th February.

WILL—CONSTRUCTION—TRUST DEED FOR BENEFIT OF ANIMALS—VALIDITY—WHETHER CHARITABLE TRUST.

Appeal from a decision of Romer, J.

A testatrix made a will bequeathing her residue, amounting to about £200,000, to trustees to form, *inter alia*, "The Beaumont Animals Benevolent Society." Officials and members of the society were to be "declared anti-vivisectionists and opponents of all sport involving the pursuit or death of any stag, deer, fox, hare, rabbit, etc.," and the chief object of the trust fund was "the provision of refuges for the preservation of all animals, birds, or other creatures not human." The heir-at-law and next-of-kin contended that the trust was too vague; persons enemies of all sport could not be found as trustees, and the refuges indicated did not constitute a good charity, for they were not destined to be for the good of the community; they would mean the preservation of animal pests, and they would be places in which cruelty would be practised by animals upon other animals without check. Romer, J., held that the trust was a good charitable trust within the meaning of *In re Wedgewood*, 59 SOL. J. 73; 1915, 1 Ch. 113. The heir-at-law and next-of-kin appealed.

THE COURT (Lawrence, J., dissenting) allowed the appeal.

Lord HANWORTH, M.R., said that the bequest did not indicate that mankind were to be benefited. The word "charity" must be widely construed, even where animals were concerned, but it did not cover any whim or caprice of a testator. *In re Wedgewood, supra*, made it clear that it would be a good charitable gift if it promoted kindness to animals, ameliorated the condition of animals, or promoted feelings of humanity, but in the proposed sanctuary all animals and birds were to be free to prey on each other. The fox and the rabbit; birds with stoats, weasels and rats, with hawks and owls as spectators; all to be free to molest and harry each other. The scheme was not designed to protect animals useful to mankind, or to protect weaker animals, or to denote any elevating lesson for mankind. The will, therefore, did not express a valid charitable trust.

LAWRENCE, L.J., dissented; RUSSELL, L.J., agreed with Lord HANWORTH, M.R.

COUNSEL: *Wilfrid Greene*, K.C., and *Daynes*, for the appellants; *Sir Boyd Merriman*, K.C. (Solicitor-General), and *Stafford Crossman*, for the Attorney-General: *Grant*, K.C., and *Byrne*, for the trustees; *Alfred Adams*, for a party interested.

SOLICITORS: *Iliffe, Sweet & Co.*, for *Laycock, Dyson and Laycock*, Huddersfield; *The Treasury Solicitor; Pennington and Son.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Espir *v.* Millward.

Branson, J. 16th and 17th January.

LANDLORD AND TENANT—FURNISHED HOUSE—CLAIM FOR RENT—TENANCY REPUDIATED—ALLEGED COLONY OF RATS—LANDLORD'S SUBSEQUENT ATTEMPT TO SELL HOUSE.

The plaintiff in this case, Louis Espir, sued the defendant, Sarah Millward, for the balance of the rent of a furnished house in Oak Hill Avenue, Hampstead, N.W.; alternatively, he claimed damages for alleged breach of the agreement. By the agreement the house was let furnished to the defendant for a period of twenty-six weeks from the 1st August, 1927, at a weekly rent of 7½ guineas, making a total of £204 15s. The rent was payable in two instalments, £102 7s. 6d. was paid on taking possession, and the balance, £102 7s. 6d., was due on the 31st October, 1927. On the 19th September, 1927, the defendant vacated the house and claimed to be entitled to cancel the agreement on the ground that the house was unfit for human habitation by reason of its being infested with rats. The plaintiff put a caretaker in the house and later, on the 26th November, he tried to sell the house. He now claimed the balance of the rent under the agreement and certain other expenses, in all £147 9s. 3d., and damages.

BRANSON, J., stated the facts, and said that the first question was whether the defendant was justified on the facts in claiming to throw up her agreement and leave the house. It was difficult to state the facts about the rats in the house with any show of patience; nothing appeared to have been seen and no complaint was made until about the 14th September. The evidence as to rats was ridiculous, and there was no justification for the defendant leaving the house on that ground. In the circumstances two things were open to the plaintiff; he might have held her to the agreement and sued her for the rest of the rent, or he might at any time have accepted her surrender of the lease by taking possession of the house himself. The question to consider was what in fact he did. It was contended on his behalf that down to the 26th November he did nothing which amounted to effecting a surrender of the lease by operation of law. There was no dispute that his attempt to sell the house on the 26th November operated as an acceptance of the defendant's attempt to surrender her lease, so that no rent could be recovered for any subsequent period. But the question was whether there was anything before the 26th November which was so inconsistent with the continuance of the agreement that the landlord must have been taken to have intended to accept the surrender of the lease. The mere doing of necessary repairs was not sufficient, nor was the putting in of the caretaker to protect the furniture. He, his lordship, had come to the conclusion that down to the 26th November there was nothing done to affect the continuance of the agreement, and the plaintiff was entitled to recover rent due to that date at 7½ guineas a week.

COUNSEL: *H. S. Simmons*, for the plaintiff; *Jardine*, K.C., and *Lipsett*, for the defendant.

SOLICITORS: *Leader, Plunkett & Leader*, Agents for *Burn, Lowe, Sons & Co.*, Birmingham; *Owen White & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Field *v.* Poplar Corporation.

McCardie, J. 13th, 14th February, 1st March.

LOCAL GOVERNMENT—SENIOR SANITARY INSPECTOR'S SALARY—COUNCIL'S RESOLUTION TO REDUCE IT—ULTRA VIRES—APPROVAL OF MINISTRY OF HEALTH REQUIRED—INSPECTOR'S CONSENT.

The plaintiff in this action, Alfred John Field, the chief sanitary inspector of the Metropolitan Borough of Poplar, the defendants, was appointed to that position in June, 1926, and was in receipt of a salary of £450 a year. On the

28th September, 1927, the defendants, by reason of a surcharge made upon them, decided to reduce the salaries of various officials, among whom was the chief sanitary inspector, and after the report of their general purposes committee to that effect had been adopted, the council resolved that the plaintiff's salary should be reduced to £433 3s. 7d. a year (a basis figure of £308, plus the existing cost of living bonus). The plaintiff now claimed: (1) a declaration that the resolution to reduce his salary was *ultra vires;* (2) an injunction restraining the defendants from acting on the resolution so far as it related to him; (3) a declaration that he was entitled to be paid salary at the rate of £450 a year so long as he held the office of chief sanitary inspector, and unless and until he consented to a variation and the variation was approved by the Minister of Health; and (4) arrears of salary. The defendants contended that the plaintiff was bound by the terms of the resolution of the council and must be taken to have consented.

McCardie, J., in a reserved judgment, considered the material sections of a number of statutes relating to the appointment and salary of sanitary inspectors, beginning with the Metropolis Management Act, 1855, s. 62, and ending with the Public Health (Officers) Act, 1921, s. 7. The result of the interpretation of the material sections of those statutes was that a chief sanitary inspector was only removable by the sanitary authority with the consent of the Ministry of Health, and not otherwise, and that he could not thenceforward be appointed for a limited period only. Further, under S.R. and O., 1926, No. 552, made by the Minister of Health, a local authority was required to pay to a chief sanitary inspector such salary as might from time to time be approved by the Minister of Health. In the present case no change of salary had been unconditionally approved by the Minister, and he, his lordship, held that the defendants could not cut down the plaintiff's salary without consent given by himself or some authorised agent. On the question whether there was any binding consent given; it was true that the plaintiff had accepted the services of the National Association of Local Government Officers when they secured an increase of salaries in 1920, but he was not bound by their decision to approve the reduction in 1927, when he had, in fact, voted against the resolution. There was no consent, and the plaintiff was entitled to the relief asked for, with costs.

Counsel: *Singleton*, K.C., and *S. G. Turner*, for the plaintiff; *Croom-Johnson*, K.C., and *Tindal Atkinson*, for the defendants.

Solicitors: *G. J. Strickland; W. H. Thompson.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Booth *v.* **Booth.** Lord Merrivale, P. 21st January.

Divorce—Petition for Dissolution—Inquiry by King's Proctor—Correspondence between the Parties Disclosed—Specific Allegation Rejected—Confession by Respondent in Correspondence Basis of Decree.

This was a wife's undefended petition for dissolution. The parties were married in 1911 and lived together until 1924. The petition alleged adultery generally with women unknown, and specifically with a woman unknown at the Charing Cross Hotel in January 1928. On a summons for leave to give the petitioner's evidence by affidavit or in the alternative before a commissioner in France, the President (Lord Merrivale) had ordered the papers to be sent to King's Proctor for inquiry with the result that the whole of the correspondence between husband and wife was disclosed.

Counsel for the King's Proctor said that the King's Proctor was satisfied that there was no collusion, but the court ought to have before it certain correspondence between the petitioner and the respondent.

Counsel for the petitioner called evidence to prove a specific charge of adultery at the Charing Cross Hotel with a woman unknown.

Lord Merrivale, P., in the course of his judgment, said that he had suspected when the case came before the court in the first instance that the whole matter was a sham and the case was sent to the King's Proctor to institute an inquiry. . . . No one could have any doubt from the facts as they now appeared that the wife was a wronged woman, to whom, though she was of French birth, the laws of England were so designed as to give relief. In January, 1927, nearly three years after the petitioner and respondent had separated, the respondent replied to a letter from his wife complaining of something in his conduct which had come to her knowledge. In his letter the respondent confessed that he had met a girl at a dance and had been living with her intermittently ever since. He suggested that his wife should divorce him, but later he asked his wife to let him divorce her on the pretence that she had committed adultery. . . . The wife refused to enter into any such transaction. The respondent sent his wife a hotel bill saying that he had been advised by some lawyers, expert in divorce matters. He said that he had gone to the Charing Cross Hotel, had written his own name on an identification sheet, and the fictitious name of "Daisy Booth" on another sheet. That was the basis of the present suit, and a waiter had been called from the hotel to give evidence. He did not propose to grant a decree on that allegation, but there was proof of adultery with persons unknown contained in the correspondence, and he would grant the petitioner a decree *nisi* on that part of the case. His lordship pronounced a decree *nisi* and ordered the respondent to pay the petitioner's costs and also the costs of the King's Proctor as between solicitor and client.

Counsel: *Hon. Victor Russell*, for the King's Proctor; *Talbot-Ponsonby*, for the petitioner.

Solicitors: *The King's Proctor; Shield & Mackarness.*

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

In the Estate of Sir William Maxwell, deceased.

Hill, J. 29th January.

Probate—Application to expunge offending words from the Will Itself—No power in the Court—Direction to omit words from Probate Copy.

This was a motion on behalf of a sister of the testator who was residuary legatee under the will asking the court to expunge from the will itself a paragraph containing certain offending words which, if published, would give pain to the person named. Counsel for the applicant said that there was no authority for such a course, although the point had been discussed in *In re White, deceased*, 1914, P. 153, 30 T.L.R. 536, and in *In re Cale, deceased*, 43 T.L.R. 697; 71 Sol. J. 898. The direction that certain words be omitted from probate had been made in some cases. His lordship said that if the words were offensive and had no testamentary effect that could be done. The words here were wholly irrelevant to the testamentary dispositions. Counsel observed that someone might go to the Registry and inspect the original will and see the paragraph.

Hill, J., said that persons might go and inspect the will but they would be very foolish to publish the words. An action for libel or slander would follow. He (his lordship) would hesitate a long time before altering a man's will or document, though he might do so in relation to publication of probate. But that was a very different thing. In granting probate the court had control of the document and anyone could be restrained by injunction from publishing any offensive words. If he could see his way to expunge the words from the will he would not hesitate to do so. A man in his own notebook or diary might write whatever offensive things he liked and no tribunal could prevent him from so doing, and if on his

death, he left in existence any document, whatever offensive things there might be in it, he (his lordship) did not know that the court had any power to destroy it. Indeed, it would be unfortunate if the court could so order, because, perhaps, in 100 years' time, when the libels had ceased to be libellous, a diary containing them might become an historical document. There was no authority enabling him to expunge the words from the will itself, and he could not see his way to take that course. He would, however, direct that the words complained of in the fourth paragraph be omitted from the probate of the will, and no copy of anything, except what was in the probate, was to be published.

COUNSEL: *Hon. Victor Russell*, for the applicant.

SOLICITORS: *Routh, Stacey and Castle.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law]

Rules and Orders.

THE TITHE RENTCHARGE RECOVERY RULES 1929. DATED FEBRUARY 19, 1929.

1. These Rules may be cited as the Tithe Rentcharge Recovery Rules, 1929, and shall come into operation on the 1st day of April, 1929, and shall be read and construed with the Tithe Rentcharge Recovery Rules, 1891 (*)

A Rule referred to by number in these Rules means the Rule so numbered in the Tithe Rentcharge Recovery Rules, 1891.

A Form referred to by number in these Rules means the Form so numbered in the Appendix to the Tithe Rentcharge Recovery Rules, 1891.

The Tithe Rentcharge Recovery Rules, 1891, as amended,(†) shall have effect as further amended by these Rules.

2. In Rule 13 in the expression "or cannot ascertain the owner of the lands," the word "and" shall be substituted for the word "or."

3. The following Rule shall be inserted after Rule 23 and shall stand as Rule 23A:

"23A.—*Procedure where officer appointed to distrain finds land occupied by tenant.*—(1) Where the officer appointed to distrain finds that any of the lands referred to in the order for distress are not in the occupation of the owner but of a tenant, he shall make a report thereon to the Court, and the Court may make an order directing that the order for recovery be executed in manner provided by the Act where the lands are not occupied by the owner.

(2) Where an order is made under this rule, the Court shall appoint the person who has been appointed to distrain upon the lands to be the receiver, unless for special reasons the Court otherwise determines."

4. Rule 46 is hereby revoked and the following Rule shall be substituted therefor:—

"46. *Service where proceedings taken without naming owner of land.*—Where any proceedings under the Act is taken against an owner of lands without naming him, then if there is any person claiming to be in actual occupation of the land as tenant or as servant of the owner, service of any notice or other documents on the owner may be effected as follows:—

(1) A copy of the notice or document shall be delivered to such person, or to a member of his family residing with him upon the land and apparently not less than sixteen years old, with a written direction to forward the same to the person to whom he pays his rent, or in whose service he is; and

(2) One or more copies of the notice or documents shall be posted on some conspicuous part or parts of the lands."

5. In Form 1 the following paragraphs shall be substituted for the second paragraph:—

"The owner of the said lands is [*insert name, address and description of the owner of the lands*], (*or* I do not know and cannot ascertain the owner of the lands).

The owner is the sole occupier of the lands."

6. In Form 2 and Form 3 in the expression "*or* cannot ascertain the owner of the lands" the word "and" shall be substituted for the word "or."

Dated the 19th day of February, 1929.

Hailsham, C.

* S.R. & O. Rev. 1904, III. County Court, E., p. 578.
† *See* S.R. & O. 1926 (No. 440) p. 1309, and 1927 (No. 391) p. 309.

Societies.

The Bar Council.

The following have been appointed Officers and Additional Members of the Bar Council:—

Officers:—Chairman, Sir Thomas Hughes, K.C.; Vice-Chairman, Mr. E. A. Mitchell-Innes, C.B.E., K.C.; treasurer, Mr. J. F. W. Galbraith, K.C., M.P.

Additional Members:—Sir Lynden Macassey, K.B.E., K.C., Mr. R. F. Bayford, O.B.E., K.C., Mr. H. Du Parcq, K.C., Mr. J. F. Vesey FitzGerald, Mr. E. H. Tindal Atkinson, C.B.E., and Mr. Albert Crew.

Mr. C. J. Farwell, K.C., was nominated to fill the vacancy on the Council caused by the appointment of Mr. A. F. C. Luxmoore, K.C., to be a Judge of the Chancery Division of the High Court.

The Law Society.

The following Candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 13th and 14th February, 1929:—

Phyllis Ashton, Sydney Astin, Reginald Davenport Atkinson, Henry Willis Aubin, Geoffrey England Barren, Joseph Harold Bates, Robert Armorer Baty, Robert Chilton Buchanan, Edward Dudley Burgess, John Robert Carr, Basil Geoffrey James Cash, James Noel Childs, Douglas Tamplin Christians, Charles Leslie Clarke, Reginald John Horby Cleaver, Robert Sydney Clegg, David Stuart Lionel Courtenay-Dunn, Donald Arthur Cowdry, William Henry David Crawford, Harold Charles Crowther, Hubert Edwin Davies, Philip Maddox Davies, Arthur Dunn, Denis John Edmonds, Jack Rowland Ennion, John Percival Bacon Forster, James William Francis, Charles Edward Fraser, Ronald Maurice Freedman, Charles Donald Garrett, George Hubert Gill, Arthur Henry Gregory, Cyril Charles Harrison, Herbert Russel Hinckley, Philip Thomas Jackson, Russell Thomas John, Arthur Gwyn Jones, Thomas William Jones, Francis George Ronald Jordan, Jessie Margaret Jordan, Gerald le Blount Kidd, Robert John Stratton Knott, Edward Knowles, Bernard Williamson Little, Henry Vincent Litchfield, Kenneth Gordon Seys Llewellyn, Donovan Doyle Longmore, Charles Patrick Home McCall, Gilbert Walker Marriott, Eric Gordon Marshall, Edward Alexander Mercer, Claude Geoffrey Metson, Walter Mitchell, Helen Mowll, Charles Kenneth Ouin, Francis Hugh O'Reilly, Anthony Parsons, Wilfrid Douglas Pelling, Pat Haber Pepper, Arthur Russell Ponsford, Nora Daphne Pownceby, David Ffinlo Quirk, William Augustus Raper, Joseph Roby Richardson, John Littleton Robbins, George Wilfred Nickolls Russell, Stephen Russell, Gerald Samuels, Ronald Victor Seyd, Graham Thomas Sidney Sirrell, Alan Churchill Langford Skerry, William Francis Leonard Skinner, William Stanley Smith, Elaine Margaret Stannard, George Rammell Taylor, Arnold Blake Thomas, Arthur Usher, Colin Huson Walker, Edward Richard Wallace, Daniel Robertus Walsh, Bryan Marfrey Walter, Arnold Lingen Watson, Richard George Whittingdale, John Wolf Wilkins, Derrick Wilson, Geoffrey Beardall Wood, Sidney John Wood.

No. of Candidates .. 149 Passed .. 87

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room on the 4th inst., Mr. F. B. Guedalla in the chair. Mr. Raymond Oliver opened "That in the opinion of this house cant and snobbery are the ruling English vices." Mr. F. G. Nigel opposed. There also spoke Messrs. Ross, Gaskyl, Brewis, Johnson, Guedalla, Palmer and Pritchard. The opener having replied, the motion was put to the house and lost by six votes.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 5th inst. (chairman, Mr. W. M. Pleadwell), the subject for debate was "That the cases of *Lloyd* v. *Cook*, *Goudge* v. *Broughton*, *Simson* v. *Miatt*, *Bartram* v. *Brown and Others*, and *Barker* v. *Hutson*, 1929, 1 K.B. 103, were wrongly decided. Mr. E. F. Iwi opened in the affirmative; Mr. C. N. Bushell seconded in the affirmative. Mr. W. S. Jones opened in the negative; Mr. H. W. Daniels seconded in the negative. The following members also spoke: Messrs. J. C. Christian-Edwards, S. Lincoln, T. M. Jessup. The opener having replied, and the Chairman having summed up, the motion was lost by four votes. There were sixteen members present.

In Parliament.

House of Commons.

Questions to Ministers.

EX-SERGEANT GODDARD.

Mr. DAY asked the Home Secretary whether any further discovery of bank notes and Treasury notes has been made in connexion with the recent bribery charges made against ex-Sergeant Goddard; and can he give particulars?

Sir W. JOYNSON-HICKS: As certain proceedings are pending in respect of these moneys I should not feel justified in making any statement on the subject at present.

METROPOLITAN POLICE.

Captain O'CONNOR asked the Home Secretary whether any, and, if so, how many, police officers other than those of the C Division had any responsibility for the supervision of ex-Sergeant Goddard in the performance of his duties in connexion with the control of night clubs and disorderly houses?

Sir W. JOYNSON-HICKS: The only officers, other than those of C Division who can be regarded as having had responsibility, are the Commissioners and Assistant Commissioners, and the Chief Constables who have at various periods had charge of the district in which C Division is situated.

Captain O'CONNOR asked the Home Secretary how many of the twenty-one superior officers of the C Division who had been responsible for the supervision of ex-Sergeant Goddard were serving in the Metropolitan Police force at the date of ex-Sergeant Goddard's suspension from duty; how many are still serving in the Metropolitan Police; and what has happened to the remainder?

Sir W. JOYNSON-HICKS: Nineteen individual officers, not twenty-one, were concerned. Of these eleven were serving when ex-Sergeant Goddard was suspended, seven had resigned, and one had died. The eleven are all still serving.

CYCLISTS' REAR LIGHTS.

Mr. SHEPHERD asked the Minister of Transport whether his attention has been called to the number of cyclists who ignore the regulations regarding the rear reflector; and what steps, if any, he proposes to take in the matter?

Colonel ASHLEY: I have received representations to the effect that many cyclists are still unprovided during the hours of darkness with a red rear light, or, alternatively, with an efficient red reflector, as required by the provisions of the Road Transport Lighting Act, 1927. The enforcement of the law in this respect is a matter for the police. 4th March.

SHOPS (HOURS OF CLOSING) ACT.

Sir H. BRITTAIN asked the Home Secretary whether in view of the difficulties arising out of the application of provisions of the Shop Hours Act, he will consider the appointment of a Committee to inquire into the question.

Sir W. JOYNSON-HICKS: My hon. Friend appears to overlook the circumstances in which this Act was passed. I would remind him that it was preceded by a prolonged and detailed inquiry by an exceptionally strong Committee, which included nine Members of this House and represented every section of opinion, and that, with some slight modifications, the Act of 1928 gives effect to the recommendations of this Committee, which were practically unanimous. Moreover, the provisions of the Bill were fully discussed in this House, both on the Second Reading and on the Report stage, and exhaustively examined in Standing Committee, and both in this and the other House the Bill passed its Second and Third Readings without a Division. These facts show that the Act of last Session represented the clear and considered judgment of Parliament, and it would, in my opinion, be too early, when the Act has been only a few months in operation, to reopen the whole question by a further inquiry.

Sir H. BRITTAIN: Will my right hon. Friend believe that he has given me just the answer I wanted, as there is considerable misunderstanding throughout the country as to whether D.O.R.A. is dead or not? 4th March.

WATER AND GAS PIPES.

Sir FRANK SANDERSON asked the Minister of Health whether, in view of the danger to the health of the public and the inconvenience caused by frozen water and gas pipes during spells of cold weather, such as are now being experienced, he will take steps to see that all new houses that are erected have their piping installed in such a way as not to be subject to weather conditions, as is the practice in countries which have every winter to meet such conditions?

Mr. CHAMBERLAIN: I am advised that the adoption of the suggestion made by my hon. friend would add appreciably to the cost of building small houses, and I doubt if this disadvantage would be counter-balanced by the advantage secured.

TRADE UNIONS (MEMBERSHIP).

Commander BELLAIRS asked the Financial Secretary to the Treasury the total membership of all trade unions in Great Britain and Northern Ireland at the latest date for which the figures are available, as compared with the end of 1920?

The MINISTER OF LABOUR (Sir Arthur Steel-Maitland): I have been asked to reply. The total membership of all trade unions in Great Britain and Northern Ireland at the end of 1927—the latest date for which figures are available—was about 4,908,000 as compared with about 8,337,000 at the end of 1920.

LICENSED PREMISES (MEALS AND REFRESHMENTS).

Sir ROBERT THOMAS asked the Secretary of State for the Home Department whether he is aware that many licensed houses are steadily deteriorating in regard to the provision of meals and refreshments other than alcoholic drinks; that commercial and other travellers are being increasingly inconvenienced by this; and will he issue a circular to licensing magistrates suggesting inquiries when renewals of licences are applied for into standard of facilities provided in this direction?

The SECRETARY OF STATE FOR THE HOME DEPARTMENT (Sir William Joynson-Hicks): No, sir; but if the hon. member will let me have any information in his possession I will consider whether there is any action that I could usefully and properly take.

Sir R. THOMAS: I will send the right hon. gentleman the information.

Legal Notes and News.

Honours and Appointments.

Mr. D. HOWELL-JONES, Solicitor, Llanrwst, Bettys-y-Coed, and Trefried, has been appointed Clerk to the Justices for the Llanrwst Division in succession to the late Capt. C. T. Allard. Mr. Howell-Jones, who was admitted in 1916, also holds the appointment of Clerk to the Conway Valley Drainage Board, and is a member of the Denbighshire County Council and of the Llanrwst Urban District Council.

Mr. I. W. HAMBRIDGE, who has been Chief Assistant in the Town Clerk's Department, Windsor, for many years, has now been appointed Town Clerk in succession to Mr. E. C. Durant, who is retiring after twenty-eight years' service.

Mr. J. CHRISTOPHER BARBER, Assistant Solicitor in the office of Mr. Percy Saunders, Town Clerk of Halifax, has been appointed Deputy Town Clerk of that borough in succession to Mr. W. A. Chislett, whose appointment as Town Clerk of Barrow-in-Furness was announced in THE SOLICITORS' JOURNAL on the 23rd ulto. Mr. Barber was admitted in 1924,

Mr. ROBERT HENRY ADCOCK, Assistant Solicitor to the Nottinghamshire County Council, has been appointed Assistant Solicitor in the office of Mr. P. M. Heath, Town Clerk of Manchester. Mr. Adcock was admitted in 1922.

Mr. ALFRED SHARPE OULTON BEVAN has been appointed Clerk to the Hunslet (Yorks) Rural District Council in succession to the late Mr. W. B. Pindar.

Mr. RICHARD ROBERT LUDLOW, Barrister-at-Law, has been appointed a Deputy-Umpire under the Unemployment Insurance Act, 1920. Mr. Ludlow was called to the Bar in 1919.

Wills and Bequests.

Mr. Harold Claughton Scott, K.C., of Holme Chase, Ashburton, Devon, left estate of the gross value of £30,465.

Sir Daniel Thomas Tudor, K.C., of Queen's-road, Cheltenham, lately Chief Justice of Gibraltar, who died on 23rd November, aged sixty-two, left unsettled estate of the gross value of £3,704.

Mr. Gordon Johnson, solicitor (seventy-seven), of Rosway, Deal, left estate of the gross value of £30,524.

INTERNATIONAL UNION OF LOCAL AUTHORITIES.

The Minister of Health has expressed his approval of a proposal to invite the International Union of Local Authorities to hold their next congress, which is due to take place in 1932, in this country. A unanimous resolution in favour of such an invitation being given was passed by the Association of Municipal Corporations in November last. Resolutions in sympathy with this action have been since passed by the Corporation of the City of London, the London County Council, the Parliamentary Committee of the County Councils Association, and the Urban and Rural District Councils Association, and the invitation will be presented to the International Union at Seville by Mr. F. Bertram Galer, L.C.C., on behalf of the Committee for England and Wales, of which the Lord Mayor of London is president.

TEMPERANCE PERMANENT BUILDING SOCIETY.

The General Meeting of the Temperance Permanent Building Society (4, 6 & 8, Ludgate Hill, E.C.4) was held on Wednesday last.

Mr. William Bingham, J.P., the Chairman, in the course of an interesting address, drew attention to the large expansion in the business of the society, which has been carrying on its work for seventy-five years. He said that the sum of £1,009,572 was advanced on house and shop property, mainly to occupying purchasers during 1928, bringing the mortgage asset up to close upon £3,500,000, and that after allowing for all withdrawals there was a nett increase of £391,000 in the share capital, which now amounted to £2,702,000.

The total assets of the society stood now at £3,770,000, an increase of £500,000, whilst £40,056 was added to the reserve fund, which brought it up to £404,000—the largest reserve in proportion to liabilities of any building society in the Kingdom; £223,000 of this is invested in trustee securities so that an ample sum was immediately available to meet any circumstances that may arise.

A dividend at the rate of 5½ per cent. per annum, free from income tax, was paid on 1st January on the original shares, while the distribution on all other issues prior to 1st July, 1928, was made up to 5 per cent. with a bonus, likewise free of tax.

The dividend on the subsequent issue of shares of £25 each was at the rate of 4½ per cent. per annum, also free from income tax.

A vote of thanks to the Chairman brought a very satisfactory meeting to an end.

VISITOR'S INCOME-TAX.

In order to dispel misunderstandings, the Board of Inland Revenue has issued an outline of the position of visitors to this country who may be liable to income-tax.

On the subject of residence it is explained that:—

A visitor who maintains no place of abode in the United Kingdom, and whose visits are only occasional, is not regarded as a resident unless he has been here for a total of six months in the income-tax year (beginning 6th April).

If, however, he maintains an abode here he becomes a resident for any year in which he visits the country.

Moreover, even if he does not keep a place in the United Kingdom, and does not stay for six months in one year, he becomes a resident if he visits the country year after year, and the annual visits are for a substantial period.

The Board would regard an annual average period or periods amounting to three months as "substantial," and the visits as having become "habitual" after four years.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday, Mar. 11	Mr. Hicks Beach	Mr. Ritchie	Mr. More	Mr.* Hicks Beach
Tuesday .. 12	Blaker	Bloxam	Hicks Beach	Bloxam
Wednesday 13	More	Jolly	Bloxam	*More
Thursday .. 14	Ritchie	Hicks Beach	More	Hicks Beach
Friday 15	Bloxam	Blaker	Hicks Beach	*Bloxam
Saturday .. 16	Jolly	More	Bloxam	More
	Mr. Justice Maugham.	Mr. Justice Astbury	Mr. Justice Tomlin.	Mr. Justice Clauson.
Monday, Mar. 11	Mr. Bloxam	Mr. Jolly	Mr. Ritchie	Mr. Blaker
Tuesday .. 12	*More	Ritchie	*Blaker	*Jolly
Wednesday 13	*Hicks Beach	Blaker	Jolly	*Ritchie
Thursday .. 14	*Bloxam	Jolly	*Ritchie	*Blaker
Friday 15	More	Ritchie	Blaker	*Jolly
Saturday .. 16	Hicks Beach	Blaker	Jolly	Ritchie

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5½%. Next London Stock Exchange Settlement Thursday, 21st March, 1929.

	Middle Price 6th Mar.	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	85½	4	13	6	—		
Consols 2½%	54½xd	4	11	9	—		
War Loan 5% 1929-47	101¼	4	18	9	—		
War Loan 4½% 1925-45	98	4	12	0	4	13	6
War Loan 4% (Tax free) 1929-42	101½	3	19	0	3	18	6
Funding 4% Loan 1960-1990	88¼	4	10	8	4	12	6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91½	4	7	6	4	7	6
Conversion 4½% Loan 1940-44	97½	4	12	4	4	14	6
Conversion 3½% Loan 1961	76½xd	4	11	9	—		
Local Loans 3% Stock 1921 or after	63½xd	4	14	6	—		
Bank Stock	260	4	13	0	—		
India 4½% 1950-55	90½	4	19	6	5	3	0
India 3½%	67½xd	5	3	6	—		
India 3%	57½xd	5	4	3	—		
Sudan 4½% 1939-73	94	4	15	9	4	16	6
Sudan 4% 1974	87	4	12	0	4	14	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	81½	3	13	6	4	9	0
Colonial Securities.							
Canada 3% 1938	86	3	9	6	4	17	6
Cape of Good Hope 4% 1916-36	94	4	5	0	4	19	6
Cape of Good Hope 3½% 1929-49	80	4	7	6	5	0	0
Commonwealth of Australia 5% 1945-75	99	5	2	0	5	2	0
Gold Coast 4½% 1956	96	4	13	9	4	16	6
Jamaica 4½% 1941-71	96	4	13	9	4	15	0
Natal 4% 1937	91xd	4	7	11	5	7	0
New South Wales 4½% 1935-45	90	5	0	0	5	8	0
New South Wales 5% 1945-65	98	5	2	0	5	3	0
New Zealand 4½% 1945	95	4	15	0	4	17	6
New Zealand 5% 1946	102	4	18	0	4	16	0
Queensland 5% 1940-60	96xd	5	4	0	5	5	0
South Africa 5% 1945-75	102	4	18	0	4	16	0
South Australia 5% 1945-75	98	5	2	0	5	2	0
Tasmania 5% 1945-75	100	5	0	0	5	0	0
Victoria 5% 1945-75	98	5	2	0	5	2	0
West Australia 5% 1945-75	98	5	2	0	5	2	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	64	4	13	6	—		
Birmingham 5% 1946–56	102xd	4	18	0	4	17	0
Cardiff 5% 1945–65	101	4	19	0	4	19	0
Croydon 3% 1940–60	69xd	4	6	9	4	19	0
Hull 3½% 1925–55	78	4	9	9	4	19	0
Liverpool 3½% Redeemable at option of Corporation	74xd	4	14	6	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4	12	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4	15	3	—		
Manchester 3% on or after 1941	63	4	15	0	—		
Metropolitan Water Board 3% 'A' 1963–2003	64xd	4	13	9	—		
Metropolitan Water Board 3% 'B' 1934–2003	65	4	12	3	—		
Middlesex C. C. 3½% 1927–47	83	4	4	6	4	17	0
Newcastle 3½% Irredeemable	73	4	16	0	—		
Nottingham 3% Irredeemable	63	4	13	6	—		
Stockton 5% 1946–66	102	4	18	0	4	18	0
Wolverhampton 5% 1945–56	103	4	17	0	4	17	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	81	4	18	9	—		
Gt. Western Rly. 5% Rent Charge	99	5	1	0	—		
Gt. Western Rly. 5% Preference	96	5	4	0	—		
L. & N. E. Rly. 4% Debenture	76	5	5	3	—		
L. & N. E. Rly. 4% Guaranteed	72	5	11	0	—		
L. & N. E. Rly 4% 1st Preference	64½	6	4	0	—		
L. Mid. & Scot. Rly. 4% Debenture	78½	5	2	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	77½	5	3	3	—		
L. Mid. & Scot. Rly. 4% Preference	71½	5	12	0	—		
Southern Railway 4% Debenture	78¾	5	1	6	—		
Southern Railway 5% Guaranteed	99	5	1	0	—		
Southern Railway 5% Preference	92	5	8	6	—		

BILLS OF COSTS drawn by Solicitor's Managing clerk on short notice. Town or country; 22 years' experience. Terms moderate.—"E.C." Box 65, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Man, aged 19 (4½ years' legal experience) requires position in solicitors' office, good general knowledge, typewriting, plans. Good references.—A.T.B., Box 61, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, 23 (recently admitted), at present with solicitor with whom he served his Articles, desires post; general experience, including Conveyancing, Estate Management, Probate and General Practice; act with some supervision. Commencing salary £208.—Box 55, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, Commissioner for Oaths (over 20 years' experience), practising on own account, desires conveyancing clerkship.—Write Box 54, Solicitors' Journal, 29 Breams-buildings, E.C.4.

EXPERT Legal Shorthand-Typist (lady) requires position with City solicitors (not West End). Reasonable hours. Excellent references. Particulars to "T.," Box 57, Solicitors' Journal, 29 Breams-buildings' E.C.4.

SOLICITOR (25), Public School, desires Clerkship with view to partnership. General experience, with advocacy.—Box 56, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (35) seeks post, admitted December, 1923; just given up practice on own account (started October, 1925); Public School, University, ex-service officer. Salary by arrangement.—Apply Box 53, Solicitors' Journal, 29, Breams-buildings, E.C.4.

RECENTLY admitted solicitor desires clerkship, preferably in Hampshire or neighbouring counties. Experience generally, but mainly conveyancing and probate. Some knowledge litigation. Willing to undertake advocacy if required. Good references.—Box 46, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PUBLIC School (23), admitted 1929, requires post as assistant to firm of solicitors in Birmingham or London. Experience conveyancing, probate, trusts. Supervision at first. Salary by arrangement.—Reply Box 51, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG solicitor recently admitted, desires London appointment. Good general experience, especially conveyancing.—Box 52, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CONVEYANCING Managing Clerk specialising at complicated investigation of title desires situation.—Box 38, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

UNIVERSITY Graduate, admitted 1927, experienced in conveyancing, probate and trusts, and willing to undertake advocacy, at present an assistant solicitor to a provincial firm, desires more responsible post. Excellent references, moderate salary.—Apply Box 34, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR 44, LL.B. Cantab, requires appointment, temporary, or with view to succession, conveyancing, probate, trust and general.—Box 66, Solicitor's Journal, 29 Breams-buildings, E.C.4.

SOLICITOR'S Managing Clerk, unadmitted, wide experience litigation, conveyancing, common law, pleads fresh start any capacity, moderate salary; can furnish guarantee.—Lex, c/o W. W. Jemmett, F.I.S.A., Secretary, Central D.P.A. Society, Victory House, Leicester-square, W.C.2.

SOLICITOR desires post as Assistant Solicitor. Experienced in conveyancing, probate and trust matters; also in High Court, County Court and magisterial work.—Box 6, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced in Conveyancing, is open to assist solicitors by post.—Box B. 331, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (46), School and University, with 10 years' experience in engineering (workshop and drawing office), 5 years under articles and 5 years in further experience and managerial work prior to his entry into the legal profession, and who has 16 years association with the law, and is at present on his own account in practice as a solicitor, desires a sound administrative appointment with an important undertaking; has a real live mind and is a capable organiser; thoroughly conversant with present-day methods of commercial life and efficient in legal procedure; highest references; principals only.—Box No. 1, Solicitors' Journal, 29, Breams-buildings, E.C.4.

IRISH solicitor requires managing clerkship in London able to provide offices in West End and South West suburb and to introduce considerable business. Apply in first instance, "M.A.," Box 588, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (40) LL.B., commissioner for oaths, requires post in good Conveyancing and Family Practice, preferably (but not essentially) with prospects.—"N.," Box 571, Solicitors' Journal, 29, Breams-buildings E.C.4.

YOUNG SOLICITOR desires Clerkship with a view to partnership. Experienced in litigation, workmen's compensation and company law; good advocate. Small capital at disposal. Excellent references, "C.," Box 558, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (30), nine years' experience conveyancing, probate, trusts and general work, wants post in the North; Advocacy desired.—Apply "V.," Box 551, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (33), admitted 1921, seeks post Yorks or the North. Conveyancing, probate and general. Act without supervision. Excellent experience and references.—Box 43, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (32), admitted in 1920 and now practising on own account, desires post as managing clerk or assistant solicitor in an extensive and well-established conveyancing practice, preferably, but not essentially, in South Wales or Monmouthshire. Accustomed to act without supervision in conveyancing and probate matters, and also willing to assist generally. Advocacy not objected to, if required. Can arrange to be available at short notice. Able to converse in Welsh.—Write "A.B.," Box 343, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor, admitted 1925, thoroughly experienced in general practice in London, particularly conveyancing, some knowledge Company and commercial matters, is open to engagement with established firm in London or the Provinces. References from two well-known London firms.—Box 40, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (Irish), aged 36, 14 years' experience, good worker, reliable, desires employment in or near London as Managing Clerk or otherwise. Excellent references. Salary by arrangement. Apply "T," Box 549, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, over 20 years' practical experience conveyancing, probate, trust, etc., desires Managing Clerkship, or would manage branch office.—"A.W.," Box 523, Solicitors' Journal, 29, Breams-buildings, E.C.4.

GENTLEMAN, accustomed to committee work and shorthand, with experience in reference work under the Rating and Valuation Act, will be free shortly; good worker; reasonable salary if some prospects.—Apply, in first instance, "R.," Box 55, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ADMITTED Managing Clerk, general practice large city seven years, two years sole charge, desires engagement owing to amalgamation. Specialities: litigation, advocacy. Athletic, bachelor, and insatiable worker.—"M.P.," Box 459, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29 Breams-buildings, E.C.4.

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M." Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E." Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S." Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

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EX-OFFICER, Public School, German University. fluent German, French, Spanish, seeks situation. Home or foreign representative, courier, any capacity. Good salesman. Highest credentials. 6222

PRACTICES AND PARTNERSHIPS.

CITY Solicitor seeks amalgamation with another firm, with view to reducing overhead expenses and improved organisation, or would purchase interest in practice if early succession assured.—Box 71, Solicitors' Journal, 29 Breams-buildings, E.C.4.

PARTNERSHIP or Succession.—An experienced solicitor with capital desires either of above in sound practice in London or country. Conveyancing, probate, litigation. Income £500 upwards.—Apply Hooper and Son, 41, Snow-hill, E.C.1.

WANTED to Purchase, established Practice in London or good suburb, or an early succession would be considered.—Box 67, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR practising own account, desires to amalgamate with another solicitor having old-established London practice.—Box 47, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established London practice. City or West Central district preferred. Conveyancing, company and general; or early succession.—Box 48, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITORS (two partners) wish to discuss working arrangement or amalgamation with a London firm either requiring assistance or having office accommodation to spare.—Box No. 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

MR. NOAH A. RIGBY, Solicitor, St. Helens, Lancashire, is desirous of purchasing the succession to or a partnership in a substantial country practice, and will be pleased to hear from any solicitor or firms of solicitors of good standing who are open to negotiation; capital available; excellent credentials; highest references given and required.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply "B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR wishes to purchase small practice in City for cash.—"B," Box 414, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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